



REQUEST FOR PROPOSALS
FOR LEGAL SERVICES

RFP NO: 2019-006-HR Issued April 25, 2019

PROCUREMENT ON BEHALF OF: Los Lunas School District

CONTACT PERSON: Heather Rindels

ADDRESS: PO Drawer 1300

CITY/STATE/ZIP: Los Lunas, NM 87031

TELEPHONE: 505-866-8259

FAX: 505-866-8262

E-MAIL: hrindels@llschools.net

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: Thursday, May 16, 2019 TIME: 2:00 PM Local Time

DELIVER TO:

Los Lunas Schools

Attn: Heather Rindels

(If Mailed) PO Drawer, 1300 Los Lunas, NM 87031

(If Hand Delivered) 119 Luna Avenue, Los Lunas, NM 87031

Phone Number: 505-866-8259

Email: hrindels@llschools.net

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD

Commodity Codes: 96149, 96150

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas Schools (LLS) seeks sealed proposals from qualified, professional New Mexico attorney(s) and/or law firms to provide legal services as required for Los Lunas School District.

B. SUMMARY SCOPE OF WORK

The scope of work consists of providing legal counseling, advice and services to Los Lunas School District's Superintendent, upper management and elected officials. Also see Attachment I immediately following Professional Services Contract Appendix B.

C. SCOPE OF PROCUREMENT

1. Los Lunas Schools seeks to establish a contract for legal services contingent upon available funding and mutual agreement between both parties. Contract period will be for one (1) year to begin with Fiscal Year 2019-2020, and to be renewed upon Board of Education approval one (1) year at a time for subsequent fiscal years to include 2020-2021, 2021-2022 and 2022-2023. This procurement may result in a multiple source award.
2. Regardless of the termination date of said contract, any work in place will be carried to completion by the same law firm or person(s) without unduly prolonging the process. In no case will the agreement(s) including all extensions thereof, exceed a total of four (4) years in duration.
3. Those firms or person(s) selected to provide legal services would be required to enter into Los Lunas Schools standard agreement for professional services (Appendix B). Failure to negotiate a fee acceptable to all parties will require the selection of another firm or person(s)
4. When Los Lunas Schools issues a Purchase Order in response to this Request for Proposal, a binding contract is created. It should be noted that the terms and conditions set forth herein represents the contract. Any contract entered into between LLS and the successful Offeror(s) is by no means an exclusive contract for the services described herein. LLS reserves the right to issue additional Requests for Proposals for special or technical projects, which may arise at any time, to better meet the needs of the District.

D. PROCUREMENT MANAGER

LLS has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact

ONLY the Procurement Manager regarding the procurement. Other School District Employees do not have the authority to respond on behalf of LLS.

Heather Rindels
Los Lunas School District Buyer

<u>Delivery Address (Including proposal delivery):</u> 119 Luna Ave // Los Lunas, NM 87031	<u>Mailing Address:</u> PO Box 1300 // Los Lunas, NM 87031
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Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Heather Rindels' Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

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

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by the Chief Finance Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

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

"Procurement Manager" means the person or designee authorized by the School District to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the District" means the department or other subdivision of Los Lunas School District that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the Los Lunas School District Purchasing Office or the School District Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for Los Lunas School District.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

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

"School Board" means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of School District affairs.

“Statement of Compliance” and “Statement of Concurrence” mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

F. RESIDENT/VETERAN BUSINESS PREFERENCE

1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

2. Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://law.justia.com/codes/new-mexico/2013/chapter-13/>

- Los Lunas School District Procurement Policy

http://www.llschools.net/school_board/policies/section_i_i_i_finance/

END SECTION I-INTRODUCTION

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	04/25/19 (Thursday)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	05/03/19 (Friday)
3. Pre-Proposal Conference		Not Applicable
4. Deadline to Submit Written Questions	PO	05/03/19 (Friday) 4:30 PM Local Time
5. Response to Written Questions/ RFP Amendments	PM	05/09/19 (Thursday)
6. Submission of Proposal	Offerors	05/16/19 (Thursday) 2:00 PM Local time
7. Proposal Evaluation	Evaluation Committee (EC)	05/20/19 (Monday) to 05/23/19 (Thursday)
8. Notification of Finalists (If desired)	EC	05/24/19 (Friday)
9. Best & Final Offer (If requested)	Offerors	05/31/19 (Friday)
10. Oral Presentations (If requested)	Offerors	06/04/19 (Tuesday)
11. Contract Negotiations (If needed)	Tentative winner/District	06/05/19 (Wednesday) to 06/07/19 (Friday)
12. Contract Award*	Board of Education*	06/18/19 (Tuesday)
13. Protest Deadline	Offerors	07/03/19 (Wednesday)

*Contract award is subject to approval of the Los Lunas School Board.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Los Lunas Schools Purchasing Agent on behalf of the School District and the Los Lunas School Board of Education.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will not be held.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Los Lunas School District website http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services_rfps_itbs_and_contracts, via the “Bid Opportunities” link. Notification of such posting shall be provided to all potential Offerors that have returned the “Acknowledgement of Receipt” Form found at Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “Legal Services for Los Lunas Schools”, should reference “RFP #2019-006-HR” and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by Chief Finance Officer. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the District.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror’s presentation. All presentations will be made in the Los Lunas Schools Board Room located at 119 Luna Avenue, Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror(s) no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the District reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the School Board will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the School Board.

Any contract awarded shall be awarded to the Offeror(s) whose proposal is most advantageous to the District, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Los Lunas Schools Procurement Policy Section 3.15. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Director.

Los Lunas School District Purchasing
Attn. Michelle Romero, Director of Purchasing
444 Luna Avenue, Suite 100A
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Los Lunas Schools Procurement Policy Section 3.15.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the District Purchasing Office.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Los Lunas Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the District in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the District and the contractor will follow the format specified by the District and contain the terms and conditions set forth in Appendix B, Professional Services Contract. However, the District reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the District's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language in their RFP. The District may or may not accept the alternative language, at the District's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the District and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the District. The District may or may not accept the additional language, at the District's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the District and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. District Rights

The District reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the District. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the District.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Los Lunas Schools.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Los Lunas Schools.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the version maintained by the District shall govern.

END SECTION II-CONDITIONS GOVERNING THE PROCUREMENT

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three (3) copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Proposal Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Proposal Form* (See Appendix C) in a sealed and labeled envelope
- e. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope
- f. Proposal Summary (Optional)
- g. Response to Specifications
- h. Other Supporting Material (Optional. See Section III.C.3., below)

*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Proposal Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

END SECTION III-RESPONSE FORMAT AND ORGANIZATION

IV. SPECIFICATIONS

A. INFORMATION

1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials for Los Lunas School District are: Bryan Smith-Board President, Sonya C’Moya-Board Vice President, Brandon Campanella-Board Secretary, Frank Otero-Board Member and Milo Moody-Board Member.

3. Insurance (0 Points)

Offeror must provide proof of professional liability and automobile insurance and who is covered under what circumstances.

4. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

5. Professional Qualifications (0 Points)

All persons within the proposing law firm that will be providing legal opinions and guidance must hold a minimum of a Juris Doctor (J.D.) degree from an American Bar Association recognized law school AND must be a member of a State Bar. Persons that will be providing legal opinions and guidance and that are not a member of the New Mexico State Bar must further agree to become a member of the New Mexico State Bar not later than 12 months after contract award. Proof of compliance with BOTH requirements must be provided with the proposal.

6. Experience with New Mexico School Districts (525 Total Points Possible)

Offerors must have a minimum of three (3) years of experience providing full-time legal services to a New Mexico School District. Offerors must describe, in narrative form, how they meet this requirement. The response must include the total number of years of experience being claimed. This should include a break-down per School District if experience with more than one School District is being claimed.

a. Experience with Contract Law (75 Points)

Offerors should be familiar with, and experienced in dealing with, contract law in a School District setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

b. Experience with Employment Law (75 Points)

Offerors should be familiar with, and experienced in dealing with, employment law in a School District setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

c. Experience with Procurement Law (75 points)

Offerors should be familiar with, and experienced in dealing with, procurement law in a School District setting. This should include litigation experience. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

d. Experience with Criminal Law (75 Points)

Offerors should be familiar with, and experienced in dealing with, criminal law in a School District setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

e. Experience with Tort Litigation (75 Points)

Offerors should be familiar with, and experienced in dealing with, tort litigation in a School District setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

f. Experience with Union Contract Negotiations (75 Points)

Offerors should be familiar with, and experienced in dealing with Union contract negotiations in a School District setting. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome that the Offeror feels best describes their experience and success in this area.

g. References (75 Points)

Offerors shall provide names and current contact information for the School Districts to which services have been provided.

7. Accessibility (225 Points)

Twenty four hour a day, seven days a week (“24/7”) access to legal services and advice is required to deal with urgent and unexpected legal matters. If awarded the Contract, Offeror must be available 24/7, whenever needed, and easily accessible. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

8. Cost (250 Points)

Offeror must complete and submit the Cost Proposal Form, at Appendix C, providing proposed contract cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost.

END SECTION IV-SPECIFICATIONS

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Campaign Contribution Disclosure Form	0*
IV.B.3	Insurance	0*
IV.B.4	Capability and Agreement to Perform	0*
IV.B.5	Professional Qualifications	0*
IV.B.6	Experience with New Mexico School Districts	
IV.B.6.a	Experience with Contract Law	75
IV.B.6.b	Experience with Employment Law	75
IV.B.6.c	Experience with Procurement Law	75
IV.B.6.d	Experience with Criminal Law	75
IV.B.6.e	Experience with Tort Litigation	75
IV.B.6.f	Experience with Union Contract Negotiations	75
IV.B.6.g	References	75
IV.B.7	Accessibility	225
IV.B.8	Cost	250
TOTAL		1,000

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.B.8, below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

3. Insurance (0 Points)

Pass/Fail only.

4. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

5. Professional Qualifications (0 Points)

Pass/Fail only.

6. Experience with New Mexico School Districts (525 Total Points Possible)

Points will be awarded based on the depth and breadth of the overall experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

a. Experience with Contract Law (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

b. Experience with Employment Law (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

c. Experience with Procurement Law (75 points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of

work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

d. Experience with Criminal Law (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

e. Experience with Tort Litigation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

f. Experience Union Contract Negotiations (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed under this RFP as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors under this RFP.

f. References (75 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors under this RFP. More weight will be given to references from New Mexico School Districts.

7. Accessibility (225 Points)

Points will be awarded based on the Offeror's response to the requirement to be available 24/7 as well as the indicated ease of reaching the Offeror whenever needed, the number of optional methods available to reach the Offeror and the explanation of how they will

be easily accessible. The Offeror's explanation of how they will be easily accessible will be the most heavily weighted portion of this evaluation factor.

9. Cost (250 Points)

Points will be awarded based on the total cost proposed on the Cost Proposal Form (Appendix C) and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Combined Total Cost}}{\text{This Offeror's Total Proposed Cost}} \times 250$$

C. EVALUATION PROCESS

1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Business/Contractor Preference

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified

in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

END SECTION V-EVALUATION

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

**LEGAL SERVICES FOR
Los Lunas School District**

RFP #2019-006-HR

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than May 3, 2019.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

Heather Rindels
Los Lunas Schools Purchasing
119 Luna Avenue
Los Lunas, NM 87031
Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

APPENDIX B

PROFESSIONAL SERVICES CONTRACT

Los Lunas School District

CONTRACT #2019-006-HR

THIS AGREEMENT is made and entered into by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas Board of Education.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor will provide Professional Services on an as-needed basis and as requested by LLS. Under the direction of LLS Administrative staff, Contractor will determine a Scope of Work regarding the project(s) being addressed. Contractor may be requested to determine an estimated cost of services for work to be performed on a specific project. Upon approval of the Scope of Work by appropriate LLS Administrative staff, a blanket purchase order will be issued to Contractor with a description of the Scope of Work described on the purchase order attached thereto. Contractor may be requested to advise and assist various departments with process and compliance issues, regulations and standards, review of contracts, and the like. Contractor may be asked to inform LLS of any changes to any Federal or State laws, regulations, or standards that are deemed appropriate for project(s).

2. Compensation.

A. LLS shall pay the Contractor for services rendered on an as-needed basis for the _____ fiscal year. Services will be paid based on the satisfactory completion of the Scope of Work as directed. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work. to be invoiced in equal monthly amounts after performance of the services.

B. No per diem will be paid to Contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed. Fee for services includes all of the contractors general and administrative overhead costs.

C. LLS shall not reimburse the Contractor for any tuition or seminar fees

D. All reproductions shall become the property of LLS

E. Payment will be made upon receipt of a detailed invoice which shall include the Contractor's company name, address, telephone and fax number, invoice number and date, description of and date of service, number of hours worked and hourly rate, subtotal, gross receipts tax and total amount owed. Invoice must have approval of the LLS delegated representative.

Invoices may be submitted once per month. Approved invoices will be sent to LLS Accounts Payable department for processing. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Payment terms are net 30 days. LLS shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

F. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Los Lunas School Board. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, or if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Los Lunas School Board for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Los Lunas School Board, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of LLS. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of LLS as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind LLS unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money that may become due under this Agreement without the prior written approval of LLS.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the District, its officers and employees, and LLS from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of LLS and shall be delivered to LLS no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making of this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations

and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered. These records shall be subject to inspection by LLS officials and/or the LLS Auditor. LLS shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of LLS to recover excessive or illegal payments.

20. Disclaimer and Hold Harmless.

LLS shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold LLS harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by LLS in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless LLS from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel LLS by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

27. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

28. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

29. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Public Schools Insurance Authority and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Los Lunas School Board after voting on the contract at a public meeting. Further,

the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. 2019-006-HR and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, LLS against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against LLS based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse LLS for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, LLS shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the District the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the District to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

The contractor shall procure, pay for and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The contractor shall furnish LLS copies of certificates of required insurance in a form satisfactory to LLS (or copies of insurance policies of LLS calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to LLS before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

- A. Professional Liability Insurance:** The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.
- B. Comprehensive General Liability:** The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.
- C. Workers' Compensation Insurance:** The contractor shall provide for its employees workers compensation insurance as applicable under the New Mexico Workers' Compensation Act
- D. Increased Limits:** If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978., LLS may require the contractor to increase the maximum limits of any insurance required herein.
- E. Proof of Insurance:** Proof of such insurance shall be provided in the form of a certificate of insurance or a copy of the insurance policy and such proof of insurance shall be delivered prior to the execution of a contract.

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: Michelle Romero, Director of Purchasing // PO Box 1300 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

38. Fingerprints and Background Checks:

New Mexico Statute Section 22-10-3.3 NMSA 1978 (being Laws, 1997, Chapter 238, Section 1) and State Board of Education Rules require that all applicants who have been offered employment, contractors and contractor’s employees **with unsupervised access to students** be fingerprinted in order to establish positive identification for a state and federal criminal background check. LLS will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background checks. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person who is not directly involved in the employment decision regarding the applicant or contractor.

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

By: _____
Michelle Romero Director of Purchasing Date
Los Lunas Schools
PO Box 1300
Los Lunas, NM 87031
Phone: 505-865-9636 Fax: 505-866-8262

By: _____
Authorized Firm Representative Title Date

Fed Tax ID # or SS #

Mailing Address

Phone/Fax/Email

Attachment 1

Scope of Work

- A. The successful firm(s) must be available and prepared to be contacted daily on a significant number of unrelated issues in a wide variety of areas. A prompt and timely response whether verbal or by written opinion is essential. Counsel will be expected to advise appropriate LLS personnel as to potential problem areas, the impact of new legislations or similar issue(s) that may require attention.
- B. The successful firm(s) shall advise the Los Lunas School Board on various open-meeting matters. Public Board meetings are scheduled on the second and fourth Tuesday of each month with other meetings held as necessary. Attendance may or may not be required. Issues such as superintendent's contract negotiations and matters involving the NM Public Education Department are typical. Appearances before legislative committees, lobbying or involvement with other legislative and intergovernmental relations may also be required. Our preference is at least one attorney within the firm be assigned as the primary contact. Other attorneys may be involved as back up or representing specific expertise as necessary, but at least one person will be the primary contact with overall knowledge of the status of all LLS matters. In the event that multiple awards are made, it will be imperative that the various firms interface as necessary with no conflict of interest.
- C. In addition to school and/or educational issues, the following departments will require legal representation from time to time:
1. **Athletics:** Provides administrative, organizational and financial support for comprehensive high school and limited middle school athletic programs. This department also provides specifications for approved athletic equipment meeting state and federal guidelines. LLS is a member of NMAA an organization "*whose principle purpose is the regulation, direction, administration and supervision of interscholastic activities in the State of NM*".
 2. **Human Resources:** Los Lunas Schools Human Resources Department manages and provides services for the staff of Los Lunas Schools. In addition, Human Resource Department oversees the Bargaining Agreement, the Sick Leave Bank, and Substitute Services. Human Resources Department is responsible for staffing and pupil accountability for the Los Lunas Schools. Currently the district employs about 600 licensed staff and about 600 support staff members to meet the needs of approximately 8500 students. The district also maintains a pool of substitute personnel to be used in the 16 schools. The Human Resources Department is responsible for providing a centralized advisory and recruitment service for Los Lunas Schools. Human Resources plays a major role in ensuring good practice is followed throughout the district with regard to recruitment and

selection, equal opportunities, training and development, promotions, employee relations, and disciplinary and grievance matters. Human Resources is also responsible for maintaining staff files and workforce information. This department is also responsible for practices and issues related to Equal Opportunity Services, EEOC matters and labor relations.

3. **Finance:** This department includes insurance, payroll, accounts receivables/payables, fixed assets, general ledger, requisitioning and purchase orders and purchasing. The procurement of all goods and services for the Los Lunas School District requires compliance with the NM Procurement Code and applicable New Mexico and Federal laws, as well as contract management of related procurements, including contract terms and conditions, contract amendments and contract negotiations. Finance is responsible for the internal and external audits of the financial conditions, legal and procedural compliance and internal controls. This department is also responsible for bond sales capital outlay, investments and other related functions.
4. **Special Services:** Los Lunas Schools offer a full range of school placement options to serve all district students with disabilities ages three to 21. The district's philosophy is to provide an individualized program for each student in the least restrictive environment. Every school in the district has at least one special education teacher. Programs cover the full continuum of option including support in the regular classroom, resource rooms and self-contained classes for students who need more support. Access to all special education programs is through a formal team assessment process initiated at the student's home school. Once the student is determined eligible as a special education student, the assessment team develops individual goals and makes a placement recommendation. The student's disabling condition does not dictate program placement. Each student's placement is based on the student's individual needs. The department contracts with outside psychologist, psychiatrists, therapists, etc. in addition to district staff. Common issues are due process hearings, court actions and federal and state mandates for these students.
5. **Other Departments:** Counsel may be required in the following departments: Superintendent's Office, Procurement, Community Relations, Student Nutrition, Maintenance and Operations, Safety and Security, Real Estate, Risk Management, Technology, Transportation, Research Development and Accountability and Curriculum.

D. Unless otherwise agreed, all fees and costs will be billed at the contract rate. Invoices will state with particularity the legal work performed, the hours expended and costs incurred. Only one department will be billed for the service. Attorneys submitting invoices for payment must initial the itemized statement and will be responsible for the content and to resolve any problems.

- E. At the time of initial contact by an authorized agent of LLS, one attorney will be assigned and mutually agreed upon. There will be no charge for the referral to the recommended attorney. The firm represents that this individual possesses sufficient experience and expertise to successfully bring the matter to a timely conclusion. Without specific prior written approval, LLS will not pay for the cost of two or more attorneys to attend depositions, hearings, settlement conferences or any other activity.

LLS will not pay for such costs including but not limited to office supplies, computer hardware or software, group outings/hospitality, travel, sending or receiving faxes, file creation or organization, indexing/summarization of dispositions, clerical functions or staff time, courier or express package delivery. Markups for Lexis, Westlaw or other computer assisted research and telephone charges will not be reimbursed above actual cost.

- F. During the course of any particular case, counsel shall be selected by LLS based upon but not limited to the following criteria, none of which are necessarily given greater or lesser value:

- The nature and complexity of the case
- The experience and ability of the attorney
- Any preference expressed by the school or department
- Venue, including the judge assigned and any prior experience
- Jurisdiction
- Economy of services to be provided
- Any potential conflict of interest for the attorney or firm assigned
- Prior handling of other files on behalf of LLS

- G. A comprehensive written analysis shall be prepared within 30 days of the receipt of case. Counsel shall identify any additional information or documentation needed to disprove the plaintiff claims or to establish defense. Counsel shall identify the anticipated course of action and the prospect for success including the timing of discovery, filing of motions, negotiations or other objections.

Counsel will provide an estimate of the anticipated cost of each significant aspect of the litigation including pleading, discovery, pre-trial conferences, arbitration, trial and/or other identified stage(s). This will include a breakdown of fees and expenses reasonably or customarily expected to be incurred, the number of hours expected to be expended together with the hourly contract rates for each partner, associate or paralegal assigned.

LLS will be consulted prior to the engagement of any expert witness or authority. Reimbursement for fees and costs of such experts is subject to LLS prior approval. Information concerning the expert witness will include the name of the expert(s), the area

of expertise, proof of credentials or expertise and rational for selection and the fee schedule or hourly rate.

Depositions and hearings will be schedule to permit the attendance of a LLS designee. LLS will be consulted with and approvals obtained prior to the filing of any appeals, cross or counterclaim, other parties, commencement or settlement negotiations stipulations to liability, waiver or jury trial or bifurcation of a case of trial. Monthly or quarterly meetings will be held with the assigned law firm for the purpose of reviewing and updating all pending legal actions.

The estimate of trial expenses must be realistic so as to allow the school district to provide for anticipated expenses, accurately evaluate settlement offers and to avoid incurring excessive defense costs.

- H. Counsel shall not settle any lawsuit or make any settlement offer in any amount without prior authorization of LLS. All settlement offers will be communicated to LLS whether the offers are verbal or written.
- I. At the conclusion of all trials or legal action of consequence, a brief summary trial report shall be directed to LLS outlining the trial results as well as any appellate activity that might be anticipated from the plaintiff or considered advisable on the part of LLS. Original closing papers and final billing should be attached.

END ATTACHMENT 1-SCOPE OF WORK

APPENDIX C

COST PROPOSAL FORM

**Los Lunas Schools RFP #2019-006-HR
Legal Services for Los Lunas School District**

State gross receipts shall not be included in the Total Proposed Annual Cost.

OFFEROR NAME: _____

This “Summary of Proposed Rates” is to be executed and returned with your proposal. **Cost Proposal MUST be sealed in an envelope marked “PRICE PROPOSAL” and must be submitted with the original written proposal.** Profit and overhead shall be incorporated into the hourly rates. Include reimbursable items such as printing, travel, per diem, etc. Other costs not mentioned in this RFP will be usual and customary or otherwise negotiated by LLS Procurement Department and the law firm.

Travel, Per Diem, Reimbursable Items, and Overtime - Travel and Per Diem charges shall be identified separately from hourly rates. Any costs associated with travel, per diem, gross receipts taxes, reimbursable items, and the like will appear as separate line items on the Offeror’s proposal and on quotes/proposals for projects.

Limitation for Mileage/Overtime - Travel and per diem may be added if the location of the project is more than 70 map miles from the home location of the staff assigned to a project. If travel time is required due to the location or overtime is required to meet the project district’s timelines, the additional costs must be clearly identified.

Separate Line Items to be Shown - Travel, Air Fare, Per Diem and Reimbursable charges shall be identified separately from hourly and overtime rates. Offerors are encouraged to demonstrate cost savings, identify reimbursable items, and any other costs that are not covered in the detailed Evaluation Criteria. Annual Retainer fees will not be considered. Other costs not mentioned in the RFP or Agreement will be usual and customary or otherwise negotiated between LLS and the Law Firm.

- 1. Hourly Rate, Attorney 0 to 4.99 Years Experience \$ _____
- 2. Hourly Rate, Attorney 5 to 9.99 Years Experience \$ _____
- 3. Hourly Rate, Attorney 10+ Years Experience \$ _____
- 4. Hourly Rate, Paralegal Service at least 5 Years Experience \$ _____
- 5. Hourly Rate, Paralegal Service Less than 5 Years Experience \$ _____
- 6. Hourly Rate for Law School Graduates Awaiting NM Licensure \$ _____
- 7. Hourly Rate, Law Clerk(s) \$ _____

8. Please list any additional charges anticipated:

a. _____ \$ _____

b. _____ \$ _____

c. _____ \$ _____

9. TOTAL \$ _____

I/We certify that our proposal addresses all criteria required in the Request for Proposals and that I/We have read and understand the Scope of Work as presented in the Request for Proposal Attachment 1 and Section IV.

SIGNATURE AND TITLE OF OWNER OR AUTHORIZED AGENT:

(Print Name and Title)

Date

END APPENDIX C-COST PROPOSAL FORM

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2: For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2019

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Officials on the District Board of Education:

- Bryan C. Smith, President
- Sonya C’Moya, Vice President
- Brandon Campanella, Secretary
- Frank A. Otero, Member
- Milo W. Moody, Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)