FARMINGTON MUNICIPAL SCHOOLS

3401 EAST 30TH STREET, SUITE A

FARMINGTON, NM 87402

PROFESSIONAL LEGAL SERVICES

RFP 2024-02

PROPOSAL OPENING DATE

NOVEMBER 2, 2023

3:00 PM, Local Time

ACKNOWLEDGMENT OF RECEIPT……PAGE 2

LEGAL ADVERTISEMENT……..……PAGE 3

GENERAL CONDITIONS……PAGE 4

NOTICE TO OFFERORS……..……..PAGE 5

INSTRUCTIONS TO OFFERORS……...…….PAGE 6

ATTACHMENT A ……...……PAGE 11

ACKNOWLEDGMENT OF RECEIPT FORM

PROFESSIONAL LEGAL SERVICES

RFP 2024-02

In acknowledgment of receipt of the PROFESSIONAL LEGAL SERVICES RFP distribution packet # 2024-02, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with " ATTACHMENT A", for a total of 13 pages.

The acknowledgement of the receipt should be signed and returned to the District no later than **October 25, 2023**. Only potential Offerors who elect to return this form will receive copies of all future communications, including amendments to RFP 2024-02, if issued.

FIRM_____

REPRESENTED BY: _____

TITLE: _____ PHONE NO:_____
FAX NO: _____

ADDRESS: _____

CITY:_____ STATE:_____ ZIP CODE:_____

SIGNATURE:_____ DATE:_____

This name and address will be used for all correspondence related to document RFP 2024-02.
Offeror **does/does not** (circle one) intend to respond to PROFESSIONAL LEGAL SERVICES.
If Offeror **does not** intend to reply, please give a brief reason for not responding. _____
_____.

RETURN TO:
Lisa Evans
Chief Procurement Officer
Farmington Municipal Schools
3401 E. 30th St, Suite A
Farmington, NM 87402
Telephone No. (505) 599-0790
Email: levans@fms.k12.nm.us

FAXED RESPONSES TO RFP WILL NOT BE ACCEPTED.

LEGAL NOTICE
REQUEST FOR PROPOSALS (RFP)
FARMINGTON MUNICIPAL SCHOOLS
BLOOMFIELD SCHOOL DISTRICT
PROFESSIONAL LEGAL SERVICES
RFP NO. 2024-02

Farmington Municipal Schools and Bloomfield School District are requesting formal proposals for Professional Legal Services.
(Multiple Awards are anticipated).
A copy of the RFP can be obtained from our website at farmingtonschools.us /page/operations.
Proposals must be received no later than
November 2, 2023 by 3:00 PM local time.
Late proposals will not be accepted.
For assistance, contact Lisa Evans at levans@fms.k12.nm.us or by telephone at 505 599-0790.
The Farmington Municipal Schools Board of Education reserves the right to
reject any or all proposals, waive any formalities or minor inconsistencies,
and/or cancel this solicitation in its entirety.

Dated October 22, 2023
By:/Stephanie Thompson, Board of Education
President for Farmington Municipal Schools, District 5.
Published October 22, 2023

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 the Farmington Municipal Schools (FMS) and Bloomfield School District are requesting proposals for PROFESSIONAL LEGAL SERVICES. (Multiple Awards are anticipated.)

Proposals must include but are not limited to the requirements set forth in the "Scope of Services". Proposals deposited with the school district may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the District Finance Office. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

After obtaining best and final offers, the award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the Farmington Municipal Schools District, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon the criteria, which does not include price. Multiple Awards are anticipated.

The District Finance Office will open and evaluate all proposals; determine the need for, and conduct any negotiations; and make a final recommendation to the Board of Education for award of the contract.

The District Finance Office reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interest of the school district.

Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.

The Proposal total shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The school district will pay for any taxes due on the contract and will pay any increases in applicable taxes which become effective after the date the contract is entered into in addition to the Proposal total based upon separate billings which the successful Offeror shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the school district with budget preparation, the Offeror shall identify by name each tax Offeror believes to be applicable to this contract and shall estimate the amount of each tax, which will be charged, on the entire contract.

NOTICE TO OFFERORS

Competitive sealed proposals will be received by the Farmington Schools District, San Juan County, Farmington, New Mexico, at the Central Office, 3401 E. 30th St, Suite A, Farmington, NM 87402.

The proposals duly delivered and submitted will be opened and evaluated for supplying the following, on the dates and times reflected below:

PROFESSIONAL LEGAL SERVICES
RFP # 2024-02
November 2, 2023
3:00 PM

Any Proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Chief Procurement Officer, the Offeror shall be responsible for actual delivery of the proposal to the Chief Procurement Office before the advertised date and hour for the opening. Proposals, which are delayed, will not be considered and will be returned unopened.

Proposal documents may be received by calling District Finance Office, Purchasing Department and requesting Document Number RFP 2024-02 for details and criteria or award may also be obtained at the above referenced Farmington Municipal Schools address, or by calling (505) 324-9840. The Farmington Municipal Schools District reserves the right to accept any or all proposals.

Until the final award by the Board of Education, the District reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to otherwise proceed when the best interest of said District will be realized. Proposals will be submitted sealed and plainly marked with the date and time of opening.

TENATIVE SCHEDULE
Publication Date: Sunday, October 22, 2023
Deadline for questions: Thursday, October 26, 2023
Issue Addenda: Friday, October 27, 2023
Opening Date and Time: November 2, 2023 at 3:00PM
Interviews if deemed necessary: November 9, 2023
Contract award: November 15, 2023

INSTRUCTIONS TO OFFERORS

I. DIRECTIONS FOR SUBMISSION

A. The Offeror shall submit **ONE (1) original** and **FIVE (5) copies** of their proposal in a sealed envelope plainly marked. The Offerors proposal shall contain any supplemental information, which will assist the District in selecting an Offeror.

B. The Offeror shall be prepared to respond to request by the District for any clarifications, and any other areas deemed necessary to assist in the detailed evaluation process. All expenses associated with this RFP and presentation shall be borne by the Offeror.

II. CONTACTS

A. All questions regarding this proposal shall be submitted in writing, through written transmittal or by e-mail, no later than October 26, 2023 at 12:00PM. All inquires shall be directed to the Chief Procurement Officer as stated herein. Oral explanations or instructions given prior to the award of a contract shall not be binding.

B. Questions and/or suggestions concerning this proposal shall be directed to:

Lisa Evans
Chief Procurement Officer
Phone No: (505) 599-0790
Farmington Municipal Schools District
3401 E. 30th St, Suite A
Farmington, NM 87402
E-mail: levans@fms.k12.nm.us

-OR-

Bobbi Newland
Chief Financial Officer
Phone No: (505) 599-0792
E-mail: bnewland@fms.k12.nm.us

C. Offerors shall not contact any other District official, evaluation committee member, or school district employee regarding this proposal or Offerors may be disqualified. The only approved contact shall be with the above referenced purchasing staff.

III. SCOPE OF SERVICES

A. FMS is soliciting proposals from all interested offerors for LEGAL SERVICES. The successful firm shall act as General Counsel to the FMS Board of Education and FMS and shall provide licensed attorneys, certified and non-certified legal assistants, law clerks, clerical personnel, etc. required to provide legal representation and perform other legal services in a satisfactory and proper manner on an as needed basis. Attorneys shall be members of and in good standing with the New Mexico Bar and fully qualified to practice in this state. A price agreement shall be awarded for up to four years per NMSA 13-1-150. It is FMS's intention to award one contract for Legal Services under this RFP. However, the successful offeror may or may not be the sole legal counsel for FMS and FMS in its sole discretion shall determine what work is to be assigned under the resultant agreement.

B. Services may include but are not limited to legal advice, represent FMS in litigation and other legal proceedings, review and/or prepare legal documents (i.e. proposals, contracts, transactions, etc.), review FMS policies and procedures, assist in student and staff discipline, provide training sessions and attend Board meetings as needed.

IV. EVALUATION CRITERIA

A. An evaluation committee shall review all written proposals in accordance with the evaluation criteria established below. Rankings will be developed based on the average tabulation of all individual committee member scores.

1. **QUALIFICATIONS OF PERSONNEL……..…… (30 POINTS)**
The Offeror shall submit with their proposal qualifications of the firm and key personnel relative to providing the services listed in this proposal. Describe your organization, provide current annual dollar volume and provide your organizational chart. Provide your firm's capacity to perform work, including specialized services, on short notice and on a timely basis.

2. **EXPERIENCE ……... (40 POINTS)**
Detail your firms ability, depth of experience and expertise as it relates to the services. Describes the firm's knowledge and experience in issues related to the laws, rules, or regulations which bind FMS. This includes, but is not limited to, federal and state statutes regarding education and rights of students, teachers and administrators; statutes affecting local public bodies and certified personnel; procurement laws, financial regulations and the like.

3. **REFERENCES…….... (15 POINTS)**
   Provide at least three references where you have provided work similar to that requested in this RFP. Work performed in New Mexico K-12 school districts is especially of interest. References listed must be willing to provide information about your firm's quality of work and ability to meet schedules.

4. **RATE SCHEDULES AND EXPENSES…….. (15 POINTS)**
   Provide a fixed hourly rate schedule for all employees proposed to provide services and include applicable reimbursable expenses and the method for assessing the charges. Provide any discounts to be offered and annual retainer fees. All prices quoted to be exclusive of tax.

B. If interviews are to be conducted, the scores from section (A) above will be used to create a short list of those top ranked Contractors. FMS will provide the selected contractors with a list of questions to be discussed during the interview. Each question will have points assigned for scoring by the committee members. Each Contractor will be allowed time to provide their own presentation regarding their qualifications and other information they deem necessary. Final rankings will be based on an average tabulation of all individual committee member scores after the interviews.

V. PERIOD THAT PROPOSAL SHALL REMAIN VALID

A. All proposals shall remain firm for a period of 120 calendar days after date specified for receipt of proposal.

VI. BRIBERY AND KICKBACKS

A. As required by Section 13-1-191, NMSA, 1978; it should be noted that it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA 1978). Respondents are required to complete and return within its proposal a CAMPAIGN CONTRIBUTION FORM enclosed within this RFP as Attachment (A).

VII. CONFLICT OF INTEREST

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

VIII. PROPRIETARY INFORMATION

A. All proposals will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to the proposals will be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. The school district will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential". Confidential data are normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, &57-3A-1 to &57-3A-7 NMSA, 1978. Such data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offerors proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance the applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

IX. BEST AND FINAL OFFERS

A. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified and amended at the request of the school district. The scheduled deadline for best and final offer, if requested by the school district, will be determined at this time and notifications will be issued to the finalist Offerors.

XI. PROTEST DEADLINE

A. Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the Board of Education contract award. Protests must be in writing and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protest must be delivered to the Chief Procurement Officer

Lisa Evans
Chief Procurement Officer
Farmington Municipal Schools
3401 E. 30th St, Suite A
Farmington, NM 87402

Protests received after the deadline will not be accepted.

XII. TERMINATION

A. If, through any cause, Offeror fails to fulfill in a timely and proper manner Offerors obligations under this RFP or if Offeror violates any of the convenant agreements or stipulations of the Agreement, the school district may order Offeror by written notice to stop the services or any portions of them until the cause for such order has been eliminated. If Offeror fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, school district shall have the right to immediately terminate the Agreement. The Offeror shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

B. The school district may terminate the Agreement at any time by giving at least thirty (30) days notice in writing to the Offeror. If this Agreement is terminated due to the fault of Offeror, item "12.A" above relative to termination shall apply and no compensation or reimbursement to Offeror shall be due. If terminated for any other reason, school district will reimburse Offeror for all documented out-of-pocket expenses incurred in connection with this agreement.

ATTACHMENT A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 either 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.

ATTACHMENT (A) pg. 2

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**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.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

_____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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)

ATTACHMENT (A) pg. 3

--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)