

Albuquerque Public Schools  
**REQUEST FOR PROPOSAL (RFP)**  
RFP # 17-067 RA-MG

Legal Services



RFP DUE TIME AND DATE: 03/16/17 @ 2:00 PM (LOCAL TIME)  
PURCHASING CONTACT: Renette Apodaca at 505-878-6112  
E-MAIL: Renette.Apodaca@aps.edu

LOCATION:  
Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

**OFFICIAL CONTACTS ONLY**

This RFP contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 4 (Page 3) of General Instructions of this document.

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## **PROPOSAL GENERAL INSTRUCTIONS**

1. Requests for proposals (RFP) will be received at the Albuquerque Public Schools Procurement Office no later than 03/16/17 at 2:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received. The purpose of this Request for Proposal is to legal services.
2. "The Purchaser" as used in these specifications shall refer to Albuquerque Public Schools (APS).
3. Albuquerque Public Schools is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
4. Any inquiries or requests regarding clarification of this procurement document shall be submitted to the buyer in writing. Buyer contact information is Renette Apodaca and email is Renette.Apodaca@aps.edu. Offerors may contact **ONLY** the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Offerors **MAY NOT** contact other District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.
5. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
6. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
7. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
8. The envelope containing the completed request for proposal **must** be marked "Request for Proposal" and corresponding RFP # and addressed as follows:

### **Albuquerque Public Schools**

#### **Physical Address**

6400 Uptown Blvd. NE, Suite 500 E  
Albuquerque NM 87110

#### **Mailing Address** (Allow 5 additional days)

P.O. Box 25704  
Albuquerque NM 87125-0704

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company is late. It is recommended to send your proposal early.

10. APS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

11. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” shall mean Albuquerque Public Schools (APS)

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful Offeror.

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal or bid.

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“Purchase Order” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its 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 described in the bid.

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

12. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

13. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

14. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who's non conformity is waived.

15. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.

16. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.

17. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract or valid Purchase Order is executed.

18. The District may add to or delete from the Scope of Work set forth in this RFP.

19. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

20. The District reserves the right to discontinue negotiations with any selected Proposer.

21. The District reserves the right to multi-award this RFP to meet the adequate needs of the District.

22. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.

23. The contents of the proposals will be kept confidential until APS awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a bid 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 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.

24. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, reserves the right to refuse any or all proposals and is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.

25. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.

26. Offeror shall submit one (1) original proposal, five (5) identical copies and one (1) identical electronic copy of their proposal to the location specified in item 8 proposal general instructions. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

## **TERMS AND CONDITIONS**

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a one (1) year contract, plus an additional one-year extension, not to exceed a total of four (4) years. The District will determine which is most advantageous and in the best interest of the District.

2. **NON-APPROPRIATION:** The District’s obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

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

4. **TERMINATION:** Either party may terminate this contract as follows:

A. Termination by the Contractor

1. The contractor may terminate this contract only if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and the District.

B. Termination by the District

1. For Cause

a. The occurrence of either one of the following events will justify termination for cause:

- i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
- ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
- ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5. INDEMNIFICATION: The Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer's operation shall be repaired and/or restored to their original condition at the Proposer's expense.

6. **INSURANCE (If Applicable):** The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

**NOTE: Certificate holder shall be:** Board of Education  
Albuquerque Public Schools

**Certificate of Insurance forwarded to:** Albuquerque Public Schools  
Procurement Department  
P.O. Box 25704  
Albuquerque, New Mexico 87125

7. **AUDIT:** The District reserves the right to audit the contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District’s access to books and records of such party.

8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools



10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.

11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.

12. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

13. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

## **PROTESTS**

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A. State the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

**OVERVIEW**

APS has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties to provide legal services.

**RFP SCHEDULE**

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

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	District	03/03/17
Pre-proposal Meeting	District and Offerors	N/A
Deadline for Questions	Offeror	03/8/17 @ 5:00pm (MST)
Submission of Proposal	Offeror	03/16/17 @ 2:00pm (MST)
Evaluation of Proposals	Evaluation Committee	TBD
*Finalist’s Interviews	Evaluation Committee	TBD
Contract Negotiations	District Purchasing	TBD
<p>*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.</p> <p><b>This schedule is subject to change.</b></p>		

**Scope of Services**

Albuquerque Public Schools (APS) is seeking responses to this request for proposal (RFP) from qualified attorneys, external to the District, to perform legal services on behalf of APS upon request.

**Services to be provided:**

The range of activities conducted by the school district is large and complex. APS does not have an internal staff at the present time. The successful firms(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 APS personnel as to potential problem areas, the impact of new legislation or any similar issue that may require attention.

In capacity as counsel to the Board of Education, the successful firm(s) will advise on various open-meeting matters. Public Board meetings are regularly scheduled on the first and third Wednesday of each month with other meetings held as necessary. Attendance may or may not be required. Such issues as the superintendent’s contract negotiations, matters involving the State Department of Education and the State School Board are typical. Appearances before legislative committees, lobbying or involvement with other

legislative and intergovernmental relations may also be required. It is preferred that 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 APS 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. In addition to school and/or educational issues, the following summary of administrative support functions is provided as general background information. The list is not represented as complete, but is intended to call out various operational aspects of the district organization.

**Athletics:** This department provides administrative, organizational and financial support for comprehensive high school and limited middle school athletic programs. It also provides specifications for approved athletic equipment meeting state and federal guidelines. Memberships in organizations such as NMAA have in the past become controversial.

**Community Relations:** This department is responsible for dealing with public requests for information such as subtenants or employee records. It also informs the public of district activities and policies via press releases, television and radio interviews, prepared statements, etc.

**Employee Benefits:** This department reports to Human Resources and is responsible for the administration of the group health, dental, vision, long term disability, 403(b) annuities, college savings plans and life insurance plans. Department also coordinates final retirement paperwork and sick leave bank.

**Equal Opportunity Services Department:** This department is responsible for practices that reflect equal job opportunity without regard for race, color, sex, sexual orientation, national origin, religion, age, and similar. Interaction with the Office of Civil Rights regarding student issues as well as the Equal Employment Opportunity Commission and/or State Human Rights Department for employee matters in common. This office also manages requests for accommodations under Section 504 and the Americans with Disabilities Act.

**Facilities Master Plan:** The administration of the Facilities Master Plan allows for facility improvements to be made on an equitable basis across the district. Long range planning includes interaction with other governmental agencies on issues relating to the capital program. Legal services are required in connection with election law, mil levy procedures, and general obligation bonds. A separate inter-office mail service offers daily pickup and delivery at all APS locations. Printing services, operations of the District Imaging and Archive Center are also included.

**Facilities Design and Construction:** This department is responsible for all major capital improvements typically done through a design-bid-build process. General contractors participate together with numerous outside architectural and engineering firms. Internal staff includes architects, engineers, asbestos control, ADA and interior facility specialists, plus accounting functions and project management.

**Finance:** This area includes accounts payable/receivable, bond sales, building usage, capital outlay, external audits, fixed assets, grants, investments, payroll, and related functions. The APS annual budget is approximately \$1.2 billion from all sources. Proper expenditure of all funds is monitored with appropriate financial reporting. Board of Education elections are also included. **Bond Counsel and Bond Disclosure Counsel services are included in this RFP.**

**Food Services:** APS operates the largest food service organization in New Mexico. Together 40,000 lunches are served daily. Food Services also contracts with outside entities such as Bernalillo County Parks and Recreation and parochial schools for various lunch programs. Approximately half of the annual budget is derived from federal funds. Worker are represented by the Communications Workers of America (CWA) union.

**Human Resources:** This department is responsible for the recruitment, hiring, assignment and pertinent records of all APS employees as well as overseeing various other departments. Labor Relations is responsible for bargaining and administering negotiated agreements with union contracts represent cafeteria, clerical, maintenance workers, police, and teaches and educational assistants. The Compensation Unit develops job evaluations systems, conducts job audits and maintains job descriptions. See also Employee Benefits for additional discussion.

**Internal Audit:** This is an independent department reporting directly to the Superintendent and/or designee and the Board of Education on district financial conditions, legal and procedural compliance and internal controls.

**KANW FM Radio and KNME-TV Channel 5:** The radio station provides instructional and regular programming in the general Albuquerque area. The school district operates KNME public television jointly with the University of New Mexico.

**Maintenance and Operations:** The district physical plant provides maintenance/repair for facilities plus related grounds and equipment as well as portable building moves, small facility renovation, custodial services, telephone systems and fleet maintenance. Various crafts are represented e.g., electrical, plumbing, roofing, masonry, painting, etc.

**Materials Management:** This department warehouse commonly used items and provides scheduled delivery of the same.

**Police:** The APS police personnel are certified and commissioned officers providing law enforcement services for the district. This includes campus safety measures, burglary and vandalism reports as well as employee investigations involving criminal or other misconduct.

**Procurement:** This department has sole authority for the purchase, rent, or lease of tangible personal property, services and construction for the district. APS is bound by the New Mexico Public Purchases Act as well as various federal statutes, rules and rules and regulations. Contracts, bids, protest actions, tax issues, Subcontractors Fair Practices Act are common issues.

**Real Estate:** This department handles various property transactions including land purchases, dispositions, appraisals, condemnations procedures, leases, licenses, joint-use agreements, easements and portable building assignments.

**Research, Development and Accountability:** School accountability is supported in the interpreting of assessment data and the application of this information to improve instruction. Classroom, formative and summative assessments are developed. Evaluation and original research is conducted in support of instructional programs.

**Risk Management:** This department manages the district liability and property insurance programs. It also oversees an occupational health clinic (current contract is with Concentra) and workers' compensation programs in addition to loss control and safety services.

**Special Education:** The primary function is to provide support and technical assistance to schools regarding special education students and programs including district responses to legal, regulatory and budgetary matters. The department contracts with outside psychologists, psychiatrists, therapists, etc. in addition to district staff. Common issues are due process hearings, court actions and federal and state mandates for these students.

**Technology Services:** This department maintains and supports all district technology including administrative student information, finance and payroll systems, computers, multi-media items, software, instructional support, networks, internet, and satellite systems.

**Transportation:** This department is responsible for transporting 44,000 students to and from school on a daily basis. School buses are privately contracted and not owned by APS, However, APS is responsible for providing auto liability insurance for school bus contractors.

## **Fee Details**

Unless otherwise agreed. All fees and costs will be billed at the awarded 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 will be responsible for the content and to resolve any problems.

Each legal activity will be dated and itemized. Multiple daily descriptive explanations with a single time entry e.g., block entries, are not acceptable. The amount of time to complete the task must be broken down into tenths of hours. Billing for paralegal and other staff members will be handled in the same manner.

At time of initial contact by an authorized agent of APS, 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 timely conclusion. Without specific prior written approval, APS will not pay for the cost of two or more attorneys to attend depositions, hearings, settlement conferences or any other activity. In-house consultations,

meetings, interoffice conferences, etc. between attorneys may also occur at the discretion of the lead attorney, but will not be paid by APS.

APS will not separately 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.

Local travel will not be reimbursed. Out of town travel will be reimbursed at the rate reimbursed to APS employees for travel. APS will not reimburse firm for courier services and postage. Photocopies will be billed at \$.10 cents per page. APS reserves the right to duplicate large documents on a case by case basis at its own facility. Long distance telefax will be billed at actual cost. Other costs not mentioned in the agreement will be usual and customary or otherwise negotiated by APS Procurement Department and the law firm.

### **Litigation Management**

During the course of any particular case, Counsel shall be selected by APS based upon but not limited to the following criteria, none of which are necessarily given greater or lesser.

- 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 APS

### **Case, Analysis, Strategy and Budget:**

Within thirty (30) days following receipt of a case, counsel shall prepare a comprehensive initial report for APS and/or its designated representative to contain a comprehensive written analysis. This analysis shall provide the initial evaluation of the case, including a brief synopsis of the facts to include any exposure in the case, identification of strengths and weaknesses, damages, plaintiff's injuries and similar. Counsel shall also provide an initial impression of liability and identify the pertinent statutes and the case law expected to affect the outcome of the litigation including any precedent setting issue.

Counsel shall identify any additional information or documentation needed to disprove the plaintiff's claims or to establish defense. Depending upon the nature of the case, such information gathering shall be done by the APS' Staff and/or their designated claim representative whenever possible. 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. APS must be cognizant of the facts or elements that must be proven or disproved and the advantage to be gained by use of such tactics.

Counsel will provide and 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. This will also 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.

APS or its designated representatives will be consulted prior to the engagement of any expert witness or authority. Reimbursement for fees and costs of such experts is subject to APS prior approval. Information concerning the expert(s) to be retained will include the name of the expert(s), the area of expertise, proof of credentials or expertise and rationale for selection. Fee schedule or hourly rates will be provided.

Depositions and hearings will be scheduled to permit the attendance of an APS designee or its representative as appropriate. APS or its legal representative will be consulted with and approvals obtained prior to filing of any appeals, cross or counterclaim, joinder of other parties, commencement or settlement negotiations stipulations to liability, waiver or jury trial or bifurcation of a case for trial. Monthly or quarterly meeting 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.

Counsel shall promptly provide copies of all correspondence and pleadings to APS or its designated representatives and will keep APS fully advised of the progress in each case. Evaluations will be prepared as deemed necessary to disclose any changes in applicable statutes or case law, increase or decrease in costs and the potential liability and settlement value of the case. Within ninety (90) days following the termination of each lawsuit or other course of action such as arbitration or mediation, APS will review each file to determine compliance within these guidelines, strategy and budget development of the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve the defense of APS claims.

Counsel shall not settle any lawsuit or make any settlement offer in any amount without prior authorization of APS. All settlement offers will be communicated to APS whether the offers are verbal or written.

At the conclusion of all trials or legal action of consequence, a brief summary trial report shall be directed to APS outlining the trial results as well as any appellate activity that might be anticipated from the plaintiff or considered advisable on the part of APS. Original closing papers and final billing should be attached.

**EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

	Possible Points	Points This RFP
<b>Fee</b> A fee proposal shall be included; listing detailed pricing for the services requested. Hourly fee, etc.	30	
<b>Experience</b> Overview of current and prior experience in work comparable to the scope of services required in this request for proposals. Include years of experience providing these services for similar governmental entities of comparable size and complexity.	25	
<b>Assigned Personnel that will be providing services to APS/ Specific Knowledge</b> Provide background, qualifications, education, and training and years of experience of personnel that will be providing legal services to APS.	30	
<b>Methodology and Approach to Requested Services</b> Provide your practices and approach to provide requested services to APS.	20	
<b>References</b> Include a list of at least three (3) client references, names and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include Albuquerque Public School personnel.	5	
<b>Total Possible Points</b>	<b>100</b>	
<b>New Mexico Resident Business Preference:</b> Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
<b>Veteran New Mexico Resident Business Preference :</b> Ten, eight, or seven percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> <li>• 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	100-110	



**Note: FAILURE** to adequately address and meet the evaluation criteria requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

### **SUBMITTAL REQUIREMENTS**

**(For ease of evaluation, Proposals should be formatted in the order as listed below)**

The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive. The Offeror should contact Buyer for clarification of evaluation criteria or terminology.

Your response shall not exceed forty (40) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

#### **1. Proposals Include:**

##### **A letter of transmittal, which includes the following information:**

- A. Name, address, telephone/FAX number and email of business
- B. Name of the primary contact.
- C. Authorized signature and title of Offeror.
- D. Date of proposal; and
- E. Statement that the Offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this Request for Proposal and acknowledges any addendums or is requesting changes to certain terms and conditions, if awarded a contract.

2. **Experience:** Overview of current and prior experience in work comparable to the scope of work required in this request for proposals. Include years of experience providing these services for similar public school districts of comparable size and complexity. Demonstrate firm's ability to act in this capacity for the District, demonstrate industry performance indicating the ability of Offeror to perform the required services in a timely, effective and efficient manner.

#### **3. Assigned Personnel that will be providing services to APS**

Background, qualifications, education, training and years of experience of personnel that will be providing services to APS. A resume of personnel is recommended.

#### **4. Methodology and Approach to Requested Services**

Provide your practices and approach to provide requested services to APS. Discuss your law practice from the viewpoint of servicing the school district. Include your primary focus, those areas in which you may specialize and the benefit to APS. Discuss how incoming requests for legal services are handled. Do you accept calls from other sources regarding APS issues? If so, under what circumstances would this occur? APS prefers a firm committed to litigation avoidance and alternative methods of dispute resolution. What are your recommendations in this area?

5. **Costs:** A fee proposal shall be included; list detailed pricing for the requested services. Describe how fees for expert witness testimony will be passed on the district for reimbursement. For what type of expenses will your firm claim reimbursement other than

those stated? Discuss any innovative means by which APS may achieve greater efficiency in managing its legal costs and operations.

6. **References:** Include a list of at least three (3) client references, names and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include Albuquerque Public School personnel.
7. **Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, Acknowledgement of Addendums.

### **PROPOSAL CHECKLIST** **Albuquerque Public Schools / Procurement Department**

***Did You:***

- Include One (1) original, five (5) identical copies and one (1) identical electronic copy of your proposal. Electronic copy is not email; please provide a Jump Drive loaded with your proposal, clearly labeled with RFP number and vendor name. Fax copies are not accepted.
- Include List of References- Please do not list current APS personnel.
- Acknowledge all addenda – Check APS Procurement website for any addenda(s) that may have been issued.
- Review all clarifications/questions/answers. (if applicable)
- Clearly mark your proposal with RFP name and number on the front of the envelope and opening date.
- Deliver sealed proposal to APS Procurement Office located at 6400 Uptown Blvd. NE, Suite 500 E Albuquerque, New Mexico 87110 before due date.

\* If not completed as required, your proposal may be deemed non-responsive.

Contact the Purchasing Department immediately if any portion of this RFP is missing. This form is for your information only and does not need to be submitted with your proposal. This form is not all inclusive and Offerors should read the RFP carefully to ensure all items are addressed in your proposal.

## 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 federal, 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.

“**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) \_\_\_\_\_

\_\_\_\_\_  
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)

\_\_\_\_\_  
Offeror Business Name

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

\_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

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

**Name of Person Signing (typed or printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Company (typed or printed):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments 3, 4 and 5 of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date