



Release Date: November 2, 2012

Due Date: November 29, 2012

REQUEST FOR PROPOSALS

FOR

LEGAL SERVICES

RFP #13-025SS-AM

ALBUQUERQUE PUBLIC SCHOOLS

OFFICE OF THE CHIEF OPERATIONS

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I. INTRODUCTION

1.0 Overview

The Albuquerque Public Schools, seeks a professional legal firm(s) in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for legal related projects as needed by the district.

1.1 Purpose of this Request for Proposals

The Office of the Chief Operations Officer of the Albuquerque Public Schools is requesting proposals for legal services on demand.

This RFP is intended to solicit responses from qualified legal firm(s) that are interested in providing the services listed below.

- Evaluation, advise and/or opinion of legal matters either verbal and/or written for various department and schools;
- Act as counsel to the Board of Education and advise on various open-meeting matters;
- Participate and advise APS on employee, State Department of Education, State School Board, and department, and school and educational issues, and unrelated issues in a wide variety of areas;
- Appearances before legislative committees, lobbying or involvement with other legislative and intergovernmental relations may be required.
- Evaluation, advise, and recommendation of policies and procedures change(s) as needed;
- Provide other support services which will enhance communication access for Office for the Chief Operations Officer, various departments and/or schools.
- Provide a defense for litigation on lawsuits and other court related areas of concern brought against the Albuquerque Public Schools.

1.2 Scope of Procurement

The scope of procurement is to secure an agreement with a legal firm(s) who have the ability and resources to, and will, provide legal related services as needed by the district with opportunities for doing business with departments, schools, and charter schools for the Albuquerque Public Schools.

1.3 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name: Sandra Sanchez, C.P.M., CPPB
Title: Procurement Manager
Hand Carry or Courier Address: APS Procurement Department
6400 Uptown Blvd. NE, Ste. 500E
Albuquerque, NM 87110

Name: Sandra Sanchez, C.P.M., CPPB
Title: Procurement Manager
US Postal Service Delivery Address: APS Procurement Department
PO Box 25704
Albuquerque, NM 87125

Telephone: 505-878-6116
Fax Number: 505-830-1161
Email: sanchez_ss@aps.edu

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

1.4 Definition of Terminology

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

- 1.4.1 “**Agency**” or “**APS**” means Albuquerque Public Schools.
- 1.4.2 “**Award**” or “**Award of Contract**” shall mean a formal written notice by APS that APS has selected a firm(s) to enter into a contract for services.
- 1.4.3 “**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- 1.4.4 “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
- 1.4.5 “**Contract Manager**” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.
- 1.4.6 “**Contractor**” means a successful Offeror who enter into a binding contract.
- 1.4.7 “**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

- 1.4.8 “**Desirable**”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.9 “**Department**”: For the purposes of administrating the RFP and associated proposals, “Department” means the Office of the Chief Operations.
- 1.4.10 “**Determination**” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.11 “**Director**”: The Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.12 “**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.13 “**Evaluation Committee**” means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.
- 1.4.14 “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Executive Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.15 “**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.16 “**Mandatory**” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.17 “**Milestone**” means a significant event in a project, usually the completion of a major deliverable.
- 1.4.18 “**Albuquerque Public Schools Employee**” means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.19 “**Offer**” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

- 1.4.20 “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
- 1.4.21 “**Procurement Manager**” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.22 “**Purchasing Agent**” means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.23 “**Request for Proposals**” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.24 “**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.25 “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 proposal.
- 1.4.26 “**Responsive Offeror Responsive Proposal**” means an offer or proposal that 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 or delivery requirements.
- 1.4.27 “**Solicited and Awarded**” means an ITB or RFP was made available to the general public, through any means, after November 2, 2012 AND the contract(s) sought as a result of that solicitation was/were awarded after November 2, 2012.
- 1.4.28 “**Solicitations**” means ITBs and RFPs
- 1.4.29 “**Volume**” means RFP documents to be placed in individual sections as outline in response format and organization. Volume #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.

1.5 Background Information

This section provides background on the Albuquerque Public Schools legal services which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Office of the Chief Operations Officer is responsible for the coordination of legal services for various departments, schools, and District.

APS is the largest school district in New Mexico and one of the nation’s largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 139 schools:

13 high schools, 10 alternative high schools, 27 middle schools, 89 elementary schools plus 33 Charter Schools in 2009-2010. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants.

The successful offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Winston Brooks.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

2.1 Sequence of Events

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

	<u>Action</u>	<u>Responsibility</u>	<u>Estimated Date</u>
2.2.1.	Issue RFP	Albuquerque Public Schools	11/2/12 (Fri)
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	11/12/12 (Mon)
2.2.3.	Deadline To Submit Additional Questions	Potential Offerors	11/12/12 (Mon)
2.2.4.	Response to Written Questions/RFP Amendments	Albuquerque Public Schools	11/14/12 (Wed)
2.2.5.	Submission of Proposal	Offerors	11/29/12 (Thur) 11:00 a.m.(MDT)
2.2.6.	Proposal Evaluation	Evaluation Committee	12/3-14/12
2.2.7.	Selection of Finalists	Evaluation Committee	TBD
2.2.8.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.9.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.10.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.11.	Contract Award	Albuquerque Public Schools	TBD
2.2.12.	Protest Deadline	Offerors	15 Days after the Contract Award

- Dates may be subject to change.

2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

2.2.1 Issue of RFP

This RFP is being issued by the Office of the Chief Operations Officer and Procurement Department of the Albuquerque Public Schools.

2.2.2 Return of Acknowledgement of Receipt Form for Distribution List

Potential Offerors **may** hand deliver or return by facsimile or by 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. This form **must** be signed by an authorized representative of the organization and should be delivered to the Procurement Manager not later than the date specified in the Sequence of Events or shortly thereafter. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form may constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name may not appear on the distribution list.

2.2.3 Deadline to Submit Written Questions

Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager (see Paragraph 1.3).

2.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are acceptable in this case.)**

Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name may be dropped from the procurement distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on “See Current Bids and RFPs” link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. Any amendment(s) must be acknowledged in the RFP response in Volume #2. **Failure to sign and return any amendment(s) may be considered as non-responsive and RFP response will be rejected.**

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued, time permitting.

2.2.5 Submission of Proposals

ALL OFFEROR PROPOSALS **MUST** BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 AM MOUNTAIN DAYLIGHT TIME ON NOVEMBER 29, 2012. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Name: Sandra Sanchez, C.P.M., CPPB
Title: Procurement Manager
Hand Carry or Courier Address: APS Procurement Department
6400 Uptown Blvd. NE, Ste. 500E
Albuquerque, NM 87110

Name: Sandra Sanchez, C.P.M., CPPB
Title: Procurement Manager
US Postal Service Delivery: APS Procurement Department
PO Box 25704
Albuquerque, NM 87125

Telephone: 505-878-6116
Fax Number: 505-830-1161
Email: sanchez_ss@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Legal Services on Demand” RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC’s) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.7 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

2.2.8 Best and Final Offers From Finalists

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror’s oral evaluation.

2.2.9 Oral Presentation/Interviews by Finalists (if required)

APS reserves the right to request and conduct oral presentations/interviews with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee.

2.2.10 Finalize Contract

The Contract will be finalized with the most advantageous Offeror(s). This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.11 Contract Award

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS Purchasing Manager.

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

2.2.12 Protest Deadline

Any protest by an Offeror must be in conformance with 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 contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name Mark Heckart, C.P.M.
Title Procurement Director
Hand Carry or Courier Address: APS Procurement Department
6400 Uptown Blvd. NE, Ste. 500E
Albuquerque, NM 87110

Name: Mark Heckart, C.P.M.
Title: Procurement Director
US Postal Service Delivery Address APS Procurement Department
PO Box 25704
Albuquerque, NM 87125

Telephone: (505) 878-6112
Fax No: (505) 830-1161
E-Mail: Heckart_m@aps.edu

Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28-thru 13-1-199 NMSA 1978 and applicable procurement regulations.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

2.3.2 Incurring Cost

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

2.3.3 Contractor Responsibilities

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from the APS before any subcontractor is used during the term of this agreement.

2.3.5 Fingerprints and Background Checks

Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1) New Mexico Statutes 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. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. 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 not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

2.3.6 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. APS personnel will not merge, collage, or assemble proposal materials.

2.3.7 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(s) 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.

2.3.8 Proposal Offer Firm

Responses to this RFP, including costs, 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 by the Procurement Manager.

2.3.9 Disclosure of Proposal Contents

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that 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.

Confidential data are 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, Sections 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.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Purchasing Manager 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 continuing prohibition on the disclosure of confidential data.

2.3.10 No Obligation

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and charter schools to the use of offeror services until a valid written contract is approved.

2.3.11 Termination

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

2.3.12 Sufficient Appropriation

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such Agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department’s decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a third party.

2.3.13 Legal Review

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

2.3.14 Governing Law

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

2.3.15 Basis for Proposal

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

2.3.16 Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/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 Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

2.3.17 Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

2.3.18 Contract Deviations

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

2.3.19 Offeror Qualifications

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

2.3.20 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 responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.21 Change in Contractor Representatives

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

2.3.22 Notice

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

2.3.23 Proposal Acceptance Rights

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

2.3.24 Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

2.3.25 Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Agency.

2.3.26 Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the services under this contract 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 Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

2.3.27 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.

2.3.28 New Mexico Employees Health Coverage

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than May 10, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
3. Contractor agrees to advise all employees of the availability of State publically finance health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

III. RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. If submitting more than one box or envelope, etc. for RFP documents, label each box or envelope: 1 of 3, 2 of 3 and 3 of 3. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS will not make copies of RFP's and RFP will be considered as non-responsive and will be rejected if copies are not submitted**

3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified volumes with tabs delineating each section. Each volume must be physically separate. (Also reference paragraph 3.4.5 Marking of Volumes.)

3.4 Proposal Organization

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

3.4.1 Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. Proposals that differ from the described format may be rejected. See Definition of Terminology for "Volume" Page 2.

Volume #1 (Mandatory) [1 original + 5 copies + 1 electronic copy (6 separate volumes total) required]

- a. Letter of Transmittal Form Copy (Original in Volume #2) (Appendix B)
- b. Table of contents
- c. Proposed Summary (*Optional)
- d. Response to Specifications

Volume #2 (Mandatory) [1 original + 1 copy (2 separate volumes total) required]

- a. Original Acknowledgement of Receipt Form (Appendix A)
- b. Letter of Transmittal Form Original (Appendix B)
- c. New Mexico Employees Health Coverage Form (Appendix C)
- d. Completed Offeror Cost Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)
- f. Conflict of Interest and Debarment/Suspension Certification Form (Appendix F)
- g. Statement of Confidentiality Form (Appendix G)
- h. Resident Veterans Preference Certification Form (Appendix H)
- i. Offeror Information/Signature Page (Appendix I)
- j. Submittals Check Off List (Appendix J)
- k. Addendum(s) if applicable

Volume #3 (Optional) [1 original + 5 copies + 1 electronic (6 separate volumes total) required]

Any Supporting Materials (refer to 3.4.6 below)

*Optional Proposed Summary is for informational overview only and will not be scored.

3.4.2 Order of Items

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

3.4.3 Inclusion of Completed Form

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

3.4.4 Costs, Rates, or Expenses Discussion

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

3.4.5 Marking of Volumes

Proposal volumes should be clearly labeled and numbered. The original copy of each volume should be clearly marked as “Original” on the front of the volume.

3.4.6 Other Supporting Material

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Volume #3. While the material in Volume #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

3.5 Letter of Transmittal

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) and original placed in Volume #2 and a copy placed in Volume #1.

SPECIFICATIONS

4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

4.1 Information

4.1.1 Funding

Funding will be made available through the Office of the Chief Operations Officer and/or designee.

4.1.2 Agency Resources/Facilities Provided

The Chief Operations Officer or designee will not provide work space, telephone, utilities and support services for the legal services related projects. The Contractor(s) providing service under this RFP shall be responsible for the furnishing of facilities/workspace and associated furnishings, utilities, and equipment at their place of business.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for legal services.

The Chief Operations Officer or designee will be the primary contact and may coordinate legal services.

4.1.3 Work Performance

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at various APS sites, schools, and/or charter schools in Albuquerque, New Mexico. Contractor's management staff may be expected to complete a fingerprint and background check if project is located at a school or charter school if contractor will have unsupervised access to students.

4.2 Scope of Work

The Office of the Chief Operations Officer and/or designee is the owner requiring the work.

4.3 Scope of Procurement

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule will be determined after award of contract and upon receiving all required approvals, whichever is later for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS.

In no circumstance shall the contract exceed a total of four (4) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress.

Although this contract is being bid on behalf of Office of the Chief Operations Officer, individual schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

4.4 Technical Specifications

In preparation of proposals, Offerors are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements described in the Scope of Work for legal related projects as needed by the district.

Work shall include a minimum of the activities set forth below:

4.4.1 In order to realize cost savings without compromising the level of professional legal services, APS wishes to explore possibilities for unique and innovative legal service delivery and cost structures. Although APS has historically awarded to one firm as primary counsel to the Board of Education and the district in general, multiple awards will continue to be made. In the past, secondary awards followed for firms with specialized expertise, particularly in the Human Resources area, as well as to avoid conflict of interest and similar. APS will consider creative proposals for all legal services or specialized portions thereof. One option is the possibility of housing an attorney at the APS City center administrative complex to assist with routine legal issues, research and training. Another would be the concept of flat fee billing or the possibility of a retainer for these types of services.

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. APS is a demanding client. 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.

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.

The following information is provided to establish district expectations insofar as relationships with legal counsel.

- 4.4.2 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.

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.

- 4.4.3 **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

- 4.4.4 **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.

4.5 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

4.5.1 Authority to Provide Legal Services

Offeror must have the legal authority to provide legal services to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

4.5.2. New Mexico Employee Health Coverage Form

The Offeror must agree with the terms, complete, sign, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

4.5.3 Campaign Contribution Disclosure Form

A blank form is included (Appendix E) of this RFP. Pursuant to NMSA 1978, 13-1-191.1 any prospective contractor seeking to enter into a contract with APS must complete, sign and return this form with their proposal. This form must be filled by any prospective Contractor whether or not they, their family member, or representative has made any contributions subject to disclosure.

4.5.4 Conflict of Interest and Debarment/Suspension Certification Form

Offeror must complete, sign and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

4.5.5 Statement of Confidentiality Form

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

4.5.6 Insurance

Specify the professional liability insurance carried by your firm and who is covered under what circumstances. Offer must provide proof of the same. If this information will be mailed directly by another source, please indicate.

4.5.7 Knowledge of State and Local Governmental Legal Policies and Procedures

Offeror must have knowledge of state and local governmental legal policies and procedures. Offeror must submit a detailed narrative describing how they meet this requirement.

4.5.8 Ability to Manage Legal Projects of this Scale

Offerors must be able to manage the scale of legal projects required by this contract. Offeror must submit a detailed narrative describing how they meet this requirement.

4.5.9 Cost

Offerors must indicate cost in their narrative response in this area.

4.5.9.1 Offerors must agree that it accepts the following schedule of hourly billing for services rendered on a per-hour basis as follows:

4.5.9.1.1 Attorneys. This schedule is based upon the number of years that an individual attorney has practiced tort, employment, workers compensation law and other areas of law needed by the Albuquerque Public Schools. The hourly rate shall not be raised upward during the first two years of this agreement. The schedule of hourly rates is as follows:

Required Number of Years (Experience)	Corresponding Hourly Rate
0 to 4.99 years	\$120.00
5 to 9.99 year	\$140.00
10 + year	\$160.00

4.5.9.1.2 Law clerks hourly rate will be \$60.00 an hour.

4.5.9.1.3 Paralegals: The maximum hourly rate for Paralegals who have at least five years-experience will be \$75.00. Paralegal with less than five years-experience hourly rate will be \$60.00.

4.5.9.1.4 The hourly rate for law school graduates awaiting New Mexico Attorney Licensure will be \$85.00 an hour.

4.5.9.1.5 Disbursements:

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 Contractor for courier services and postage.

Photocopies will be billed at \$0.10 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.

4.5.9.2 Describe how fees for expert witness testimony will be passed on the district for reimbursement. List fee on the Cost Response Form only.

4.5.9.3 For what type of expenses will your firm claim reimbursement other than those stated? List cost of expenses on the Cost Response Form only.

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

Offerors must indicate pricing, on the Offeror Cost Response Form:

This must be submitted in Volume #2 that is identified with your firm's name and labeled 'COST PROPOSAL'. Specify the hourly rate, exclusive of tax. Note that all invoices must coincide with the rate schedule and listed as a separate item as finally negotiated. At time of award, APS will assign a price agreement (PA) number which will accommodate multiple billings during the life of the contract. This price agreement number must appear on all invoices.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc. and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

Any portion of this section pertaining to cost must be submitted in Volume #2 marked "COST PROPOSAL" and must be submitted with Proposal. Note: No cost information is to be included in the Offeror's technical proposal. Offers shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)

4.5.10 Oral Presentation/Interview (if required)

If selected as a finalist, the offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation/interview (if required) at a date, time, and place set by the Procurement Manager. The proposed on-site Customer Service Manager shall present the offeror's proposal to the Evaluation Committee.

4.6. Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

4.6.1 Business Profile

Provide a brief summary of the organization of your particular firm. Include the name(s) of the owner, principal partners etc. Where is/are the law office(s) located? How long has the firm been in operation? What percentage of your work is public or educational? Is there any litigation pending with your firm that would adversely affect an award based on this solicitation?

4.6.2 The Firm

- 4.6.2.1 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.
- 4.6.2.2 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?
- 4.6.2.3 APS prefers a firm committed to litigation avoidance and alternative methods of dispute resolution. What are your recommendations in this area?

4.6.3 Corporate Experience

Offeror should submit a detailed narrative describing their relevant corporate experience, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offeror may include any supporting documentation they wish that they feel will support their descriptive narrative.

4.6.4 Legal Manager Experience

Offeror should submit a detailed narrative describing the relevant experience of their proposed legal manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed legal manager.

The documentation should thoroughly describe how the proposed program manager has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

4.6.5 Staffing

Identify that individuals(s) who will have primary responsibility for this contract, final authority to resolve issues and make decisions for the firm. Do you have sufficient staff and other resources to respond to APS in a timely manner while continuing to service other clients? Who are the specific employees you will recommend to APS and why? Resumes or brief biographical sketches are appropriate. Do you ever consult with other firms or use outside sources to your own personnel?

4.6.6 Corporate References

The proposals should include three (3) external references from clients who receive similar services. In addition, two (2) references should be submitted for each proposed subcontractor. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contract person;
- d. Telephone number of contract person;
- e. E-mail address of contact person;
- f. Type of services provided and dates services were provided.

4.6.7 Legal Manager References

Two external references should be provided for the proposed legal manager. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contract person;
- d. Telephone number of contract person;
- e. Type of services provided and dates services were provided.

4.6.8 Offeror's Rational for Selection

Offeror should describe, in narrative form, why they feel they are the best candidate to perform the work required by this procurement. Supporting data and other supporting materials may be provided as the offeror desires.

4.6.9 Specific Knowledge Requirements

The offeror should specifically address their knowledge in EACH of the following areas:

4.6.6.1 Experience/practical knowledge of legal principles with state and local government bodies

4.6.6.2 Knowledge/ability to perform legal functions necessary to meet the requirements of this RFP.

4.6.10 Proximity of Albuquerque

4.6.8.1 Offeror must identify the physical location of the office from which proposed services will be provided.

4.6.8.2 Offeror must provide detail explanation of how all services will be provided to principal or designee not physically located near the office.

4.6.11 Proposed Additional Support Services

Offeror must describe in detail other support services deemed necessary to enhance communication access for the Chief Operations Officer and/or designee of the Albuquerque Public Schools comprehensive high schools and alternate high schools.

4.6.12 Resident Business or Resident Veterans Preference

To be awarded the points, Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference, the attached certificate form Appendix X must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). **FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

	Factor	Points
5.2	Mandatory Specifications	
5.2.1.	Authority to Provide Legal Services	0*
5.2.2.	New Mexico Employees Health Insurance	0*
5.2.3.	Campaign Contribution Disclosure Form	0*
5.2.4.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.5.	Statement of Confidentiality Form	0*
5.2.6	Insurance	0*
5.2.7.	Knowledge of State and Local Government Legal Policies and Procedures	10
5.2.8.	Ability to Manage Legal Projects of this scale	20
5.2.9.	Cost	30
5.2.10.	Oral Presentation/Interview (if required)	100
5.3.	Desirable Specifications	
5.3.1	Business Profile	5
5.3.2	The Firm	5
5.3.3.	Corporate Experience	5
5.3.4.	Legal Manager Experience	5
5.3.5	Staffing	30
5.3.6.	Corporate References	5
5.3.7.	Legal Managers References	5
5.3.8.	Offerors Rational for Selection	5
5.3.9	Specific Knowledge Requirements	20
5.3.10.	Project Plan	5
5.3.11.	Proposed Additional Support Services	5
	Total Points without Oral Presentation/Interview	155
	Total (100 Points with Oral Presentation/Interview if required)	255
5.3.12	Resident Veterans Preference Certification	5-10

* Pass/Fail only. No points assigned.

5.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

5.2.1 Authority to Provide Legal Services

Pass/Fail only. No points assigned

5.2.2 New Mexico Employee Health Coverage

Pass or fail. No points assigned

5.2.3 Campaign Contribution Disclosure Form

Pass or fail. No points assigned

5.2.4 Conflict of Interest and Debarment/Suspension Form

Pass or fail. No points assigned

5.2.5 Statement of Confidentiality Form

Pass or fail. No points assigned

5.2.6 Insurance

Pass or fail. No points assigned

5.2.7 Knowledge of State and Local Government Legal Policies and Procedures

Points will be awarded based on the knowledge indicated in the offeror's response.

5.2.8 Ability to Manage Legal Projects of this scale

Points will be awarded based on the strength and credibility of the offeror's response.

5.2.9 Cost

The evaluation of each offeror's proposal cost will be conducted using individual points for the evaluation response as well as the following formula:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 30 = \text{Awarded Points}$$

5.2.10 Oral Presentation/Interview (if required)

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

5.3 Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

5.3.1 Business Profile

Points will be awarded based on the business profile of the firms as it relates to the needs of the RFP.

5.3.2 The Firm

Points will be awarded based on the ability to handle the legal needs of the Albuquerque Public Schools as it relates to the RFP.

5.3.3 Corporate Experience

Points will be awarded based on the documented evidence of provision of comparable services and applicability of the offerors previous experience as it relates to the needs of the RFP.

5.3.4 Legal Manager Experience

Points will be awarded based on an evaluation of the proposed legal manager's experience and capability, as indicated in the resumes and experience narrative submitted. The key evaluation components include depth-related experience, total years of related experience, and applicable education and training.

5.3.5 Staffing

Points will be awarded based on the capability of the staff as well as their resume or brief biographical sketches as it relates to this RFP.

5.3.6 Corporate References

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the offeror's services, the delivery of services, responsiveness to problems and complaints, and the level of satisfaction with the offeror's overall performance. The Evaluation Committee may call any or all of the references.

5.3.7 Legal Manager References

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the proposed legal manager's previous work, the timeliness of that work, his or her performance to problems and complaints and the overall level of satisfaction with his or her work. The Evaluation Committee may call any or all of the references.

5.3.8 Offerors Rational for Selection

Points will be awarded based on the strength, logic and credibility of the response.

5.3.9. Specific Knowledge Requirements

For each sub-area, points will be awarded on the depth of the knowledge indicated in the offeror's response.

5.3.10 Proximity of Albuquerque

Points will be awarded based on the offeror(s) ability to meet the needs of the District in the Albuquerque metropolitan area.

5.3.11 Proposed Additional Support Services

Points will be awarded based upon the ability to meet the current and future needs, thoroughness, quality, efficiency, validity of approach and perceived likelihood of success of the offeror's proposed additional support services.

Points will be awarded based on ability to the meet needs of the Albuquerque Public Schools.

5.3.12 Resident Business or Resident Veterans Preference

Percent of preference will be determined by Offerors that submit the correct documentation. Once RFP is totally scored, the proper percent of preference will apply to those offerors that qualify. For example; a RFP has a total value of 100 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference business would receive 5 points for the resident preference and 8 points for the resident veterans preference added to their already evaluated score, making it possible for the highest score total of 108.

5.4 Evaluation Process

Offeror will be evaluated in general compliance with the provisions provided below.

5.4.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.4.2 The Procurement Manager may at her option contact the Offeror for clarification of the response as specified in Section II.

5.4.3 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

5.4.4 Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.4.5 The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

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

5.4.6.1 Determination of Finalist Offerors

A maximum total of 155 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews are needed, the evaluation points will be utilized to determine the shortlist for evaluations. APS will notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the Evaluation Committee determines that oral presentations/interview(s) will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.

5.4.6.2 Finalist Offerors Oral Presentation/Interviews

A maximum total of 255 points (includes an addition 5-10 points for Resident Business and/or Resident Veteran's Preference) are possible in scoring Finalist Offerors in the oral presentation/interview process. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s) will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s) will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s) will averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

5.4.6.3 Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

5.4.6.4 Proposal Evaluation – The Selection Committee will review each Offerors’ proposal. Points will be allocated as outlined in Section 5.1. of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4.6.5 If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

5.4.6.6 Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews are weighted 60% in determining the final selection. The firm with the highest combined ranking (lowest numerical score) from the shortlist and oral presentation/interview shall be awarded the selection in their proposal.

5.4.6.7 In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 30 \text{ Awarded Points}$$

The Lowest Responsive Offeror’s cost will be divided by the Offeror’s cost, then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

5.4.6.8 Final Rankings – All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A	Tie (1 st + 2 nd /2 = 1.5)
Firm B	Tie (1 st + 2 nd /2 = 1.5)
Firm C	3rd (= 3)

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

5.4.6.9 Point Calculations - All calculations of point standings, including any additional or deduction of points to offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.4.6.10 Notice of Award – The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

APPENDIX A
REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM
RFP NO. 13-025SS-AM
LEGAL SERVICES ON DEMAND

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment J.

The acknowledgement of receipt form should be signed and returned to the Procurement Manager no later than close of business on November 12, 2012; however acknowledge of receipt forms may be accepted after that date but must be received prior to award. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive information regarding all offeror's written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on "See Current Bids and RFPs" link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposals.

Sandra Sanchez, C.P.M., CPPB
Procurement Manager
Albuquerque Public Schools
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110
Phone number (505) 878-6116 / Fax number (505) 830-1161
E-mail: sanchez_ss@aps.edu

APPENDIX B

LETTER OF TRANSMITTAL FORM (VOLUME #1)

**RFP #13-025SS-AM
LEGAL SERVICES ON DEMAND**

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT** IN THE DISQUALIFICATION OF THE PROPSAL.

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	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- 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 of this RFP.

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

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

**RFP NO. 13-025SS-AM
LEGAL SERVICES ON DEMAND**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than December 1, 2012, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.

3. Contractor agrees to advise all employees of the availability of State publically finance health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: _____ Date _____

APPENDIX D

COST RESPONSE FORM

**RFP NO. 13-025SS-AM
LEGAL SERVICES**

Listed below are the rates that APS will pay for legal services based on documented years of experience in practicing Tort Law. Indicate the number years of experience in Tort Law. The hourly rate does not include New Mexico Gross Receipts Tax for legal services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Office of the Chief Operations Officer. **Local APS travel, will not be reimbursed. Offeror is expected to provide his/her own transportation to attend legal meetings.**

APS will consider the level of education, documented years of experience, documented years of experience in an educational setting as a translator or interpreter, and certification in its decision as to what rate to legal services. **Verifiable documentation must be included in this section in order to receive the highest rate for an attorney.** APS will award hourly rate(s) based on this criteria. The Evaluation Committee will determine the scenario regarding cost that is most advantageous to APS after reviewing all Offeror's responses.

1. **Attorneys.** This schedule is based on the number of years an individual attorney has practiced law as the effective date of this Agreement. Each individual attorney must be listed below. Additional sheets may be attached. The hourly rate for each attorney may not be revised upward during the course of this Agreement. The schedule of hourly rates is as follows:

Item	Required Number of Years Experience Practicing Tort Law	Hourly Rate Ranges
1.	0 to 4.99 years	\$120.00
2.	5 to 9.99 year	\$140.00
3.	10 + year	\$160.00

List Contractor authorized billing rates by individual attorney.

Name	Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

2. **Law Clerks and ABA Approved Law School Graduate:** Law clerks with less than five (5) years experience hourly rate will be up to sixty (\$60.00) per hour.

List Contractor authorized billing rates by individual Law Clerks and ABA Approved Law School Graduate.

Name	Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

3. **Paralegal:** The maximum rate for Paralegals will be as follows.

3.1 Paralegals who provide evidence that they meet the requirements of Supreme Court Rule 20-102 and are active members of the Paralegal Division of the New Mexico State Bar Association, may be authorized to bill at rates up to seventy (75.00) dollars per hour for paralegals who have at least five (5) years experience.

List Contractor authorized billing rates by individual Paralegal.

Name	Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

3.2 Paralegals who do not meet requirement the requirements of Supreme Court Rule 20-102 and are active members of the Paralegal Division of the New Mexico State Bar Association, may be authorized to bill at rates of up to sixty (\$60.00) dollars per hour for paralegals who have less than five (5) year experience..

List Contractor authorized billing rates by individual Paralegal.

Name	Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Additional sheets may be attached.

Cost Proposal(s) must be submitted in Volume #2 only and identified with the Offeror’s name and “COST PROPOSAL”. Your proposal may be considered non-responsive if not submitted in Volume 2.

_____ I certify that all required documentation for level of education, years of experience, court certificates, etc. as listed above are included in the Cost Proposal Section in Volume 2.

Offeror Name: _____

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP NO. 13-025SS-AM LEGAL SERVICES ON DEMAND

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) _____

(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)

APPENDIX F

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

RFP NO. 13-025SS-AM

CONFLICT OF INTEREST

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: _____

APPENDIX G

OFFICE OF THE CHIEF OPERATIONS OFFICER

**TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

**RFP NO 13-025SS-AM
LEGAL SERVICES ON DEMAND**

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Office of the Chief Operations Officer (OCOO) and forever thereafter, to keep confidential all information and material provided by OCOO 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 any client, vendor, or other party transacting business with OCOO, and not to release, use or disclose the same except with the prior written permission of OCOO. This obligation shall survive the termination or cancellation of the Contract between Contractor and OCOO 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 OCOO, or to the owner of such information, inadequately compensable in damages and that, accordingly, OCOO 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)

(Date)

APPENDIX H

**Resident Veterans Preference Certification
RFP NO 13-025SS-AM
LEGAL SERVICES**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) "

(Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

APPENDIX I

OFFEROR INFORMATION/SIGNATURE PAGE

**LEGAL SERVICES ON DEMAND
RFP NO. 13-025SS-AM**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

APPENDIX J

**SUBMITTALS CHECK OFF LIST
LEGAL SERVICES ON DEMAND
RFP NO. 13-025SS-AM**

	Appendix	Volume #1 Yes/No	Volume #2 Yes/No	Form Submitted & Signed
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)		X _____	Yes/No: ____
2.	Letter of Transmittal Form (Appendix B)	X _____	X _____	Yes/No: ____
3.	New Mexico Employees Health Coverage Form (Appendix C)		X _____	Yes/No: ____
4.	Fee Response Form (Appendix D)		X _____	Yes/No: ____
5.	Campaign Contribution Disclosure Form (Appendix E)		X _____	Yes/No: ____
6.	Conflict of Interest and Debarment Form (Appendix F)		X _____	Yes/No: ____
7.	Statement of Confidentiality Form(Appendix G)		X _____	Yes/No: ____
8.	Resident Veterans Preference Certification (Appendix H)		X _____	Yes/No: ____
9.	Offeror Information/Signature Page (Appendix I)		X _____	Yes/No: ____
10.	Submittal Check off List (Appendix J)		X _____	Yes/No: ____
11.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)		X _____	Yes/No: ____

Note: All original appendices must be included in Volume #2 except as noted above. Appendices not included in Volume #1 or #2 will be considered non-responsive and may be rejected.

Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and the date and time by proposal due date and time.

_____ All documents as indicated in the RFP are included; the required number of copies have been provided as indicated in Section 3.4.1; verified that pages are accounted for and numbered according to section; and all forms are signed and placed in the appropriate volume(s).

Offeror Company Name

Authorized Printed Name

Authorized Signature

Date