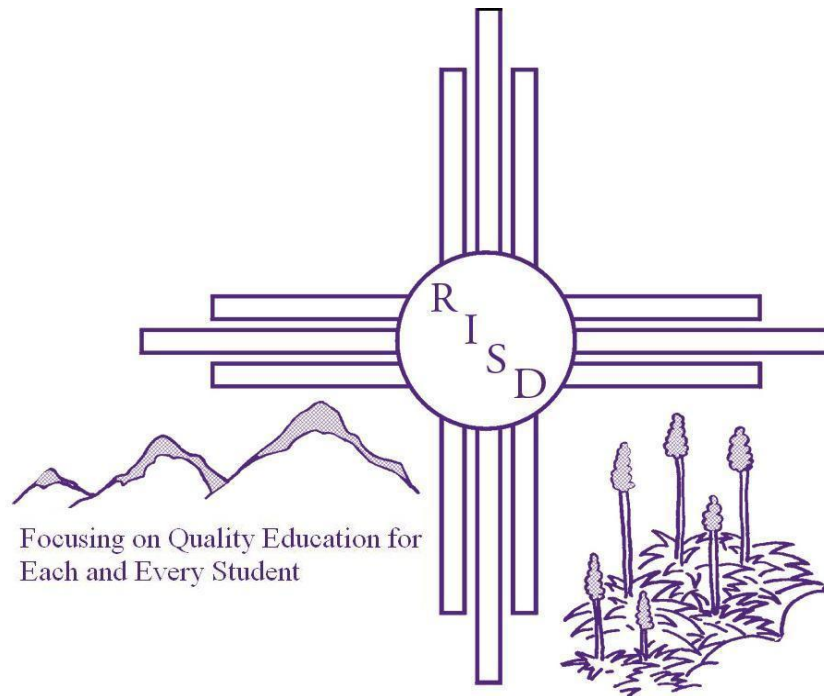


The Roswell Independent School District
REQUEST FOR PROPOSAL
RFP # 21-10 – Legal Counsel Services



ADVERTISE DATE:

March 16, 2021

RFP DUE DATE AND TIME:

April 13, 2021 at 2:00pm (Local Time)

CHIEF PROCUREMENT OFFICER:

**Chris Thweatt
300 N. Kentucky
Roswell, NM 88201
(575) 627-2528**

E-MAIL:

cthweatt@risd.k12.nm.us

I. INTRODUCTION

A. PURPOSE - REQUEST FOR PROPOSALS

The Roswell Independent School District seeks proposals from qualified companies to provide Legal Counsel Services.

The resulting contracts will be indefinite quantity and no definite amount of work is guaranteed. The successful offeror will furnish Legal Counsel Services at the proposal price for the term of the contract. Annual price escalations may be considered.

Submitting a proposal implies agreement by the Offeror to these terms.

B. PROCUREMENT MANAGER

The Roswell Independent School District has designated a Chief Procurement Officer who is responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. **Offerors may contact ONLY the Chief Procurement Officer regarding the procurement.** Other agency employees do not have the authority to respond on behalf of the Agency.

Chris Thweatt, Chief Procurement Officer
Roswell Independent Schools
300 N. Kentucky
Roswell, NM 88201
(575) 627-2528
cthweatt@risd.k12.nm.us

C. DEFINITION OF TERMINOLOGY

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

"Agency" "District" or "Purchasing Agency" means the Roswell Independent School District.

"Chief Procurement Officer" or "CPO" means the person holding the position as the head of the central procurement office for the Roswell Independent School District.

"Confidential" means confidential financial information concerning Proposer's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45.

"Contract Administrator" means the individual designated by the agency to administer the contract after it has been executed.

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

"Contract Documents" means any one, or combination of the following documents: Agreement between the Owner and the Contractor, General Conditions of the Contract and Specifications.

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

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

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

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Proposers’ proposals.

“Evaluation Committee Report” means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means a Proposer who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Local public body” means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

“Mandatory” refers to the terms “must”, “shall”, “will”, “is required” or “are required” which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

“MDT” & “MST” mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

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

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a competitive procurement.

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

“Purchase Order” or “PO” means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in [Section II.C.8](#) of this RFP blacked out BUT NOT omitted or removed.

“Resident Business” means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978 but does not include a resident veteran business.

“Resident Veteran Business” means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978.

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

“Responsible Proposer” means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel,

service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

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

“Sealed” means that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Proposer agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

“Services” has the meaning set forth in the Agreement or, if not defined in the Agreement, means the professional, technical, application, business or other services performed by the Service Provider for RISD or its constituents on the behalf of RISD.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Proposers’ company.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Proposer would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

D. PROCUREMENT LIBRARY

A procurement library has been established. Bidders are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Officer and scheduling an appointment. The library contains information listed below:

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#/ProcurementCodeRegulationsExecutiveOrders>

Complete RFP document:

<https://www.risd.k12.nm.us/cms/One.aspx?portalId=18731981&pageId=20190843>

II. GENERAL TERMS AND CONDITIONS

The owner may evaluate the proposals based on the anticipated completion of all or any portion of the project. The owner reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project, should the need arise. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any proposer.

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-128 through 13-1-99 NMSA 1978 and applicable procurement regulations, policies and procedures.

1. **Acceptance of Conditions Governing the Procurement**
Potential proposers 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 this RFP.
2. **Price Discrepancy**
Proposers shall note that prices previously submitted via any information quotation (verbal or in writing) are hereby superseded and will not be considered for award. You must participate in this RFP to be considered for an award.
3. **Incurring Cost**
Any cost incurred by the potential proposer in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.
4. **RFP Cancellation or Rejection**
In accordance with NMSA 1978, 13-1-131, this RFP may be canceled or proposal may be rejected in whole or in part when it is in the best interest of Roswell Independent School District.
5. **Responsible and Responsive Proposal**
Roswell Independent School District may reject the proposal of any potential proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in NMSA 1978, 13-1-83 and 13-1-85.
6. **Sole Response**
Any sole response that is received may be rejected and/or accepted by Roswell Independent School District depending on available and timely needs to RISD. RISD reserves the right to award the contract to the responsible proposer that submitted a responsive proposal most advantageous and in the best interest of RISD.
7. **Prime Contractor Responsibility**
Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District that may be derived from this RFP. Direction of all work that may result from this procurement must be performed by the Proposer and payments will only be made to the Proposer.
8. **Subcontractors**
Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
9. **Amended Proposals**
A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.
10. **Proposer's Rights to Withdraw Proposal**
Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the proposer's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **Proposal Offer Firm**
Responses to this RFP, including proposal prices for services, will be considered firm for sixty (60) days after the due date for receipt of proposals.

12. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the proposer's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978. The cost of services proposed shall not be designated as proprietary or confidential information.
- b. If a request is received for disclosure of data for which a proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the proposer 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.

13. No Obligation

This procurement in no manner obligates the Roswell Independent School District to the use of any proposer's services until a valid written contract and/or a valid Purchase Order is awarded and approved by appropriate authorities.

14. Nonexclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the convenience of the Roswell Independent School District. The district reserves the right to obtain like goods or services from another source.

15. No Minimum Guarantee

Roswell Independent School District does not guarantee a minimum amount of purchases in conjunction with award of this RFP.

16. Taxes

RISD holds a Nontaxable Transaction Certificate and will be issued upon request. No charge will be allowed for federal, state, or municipal sales and excise taxes for the purchase of tangible personal property from which Roswell Independent School District is exempt.

17. Term

The district reserves the right to procure the services/goods as described in this RFP as a sole purchase. The district will determine the term that is most advantageous and in the best interest of the district.

18. Multi-Award

The district reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

19. Price Escalation (if applicable)

Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contract stating reason(s) for escalation and the amount being requested. Justifying documentation MUST accompany price escalation request.

20. Termination

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

Either party may terminate this contract as follows:

- A. Termination by the contractor

1. The contractor may terminate this contract only if Roswell Independent School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the district fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the contractor and the district.
- B. Termination by the district
- A. For Cause
 - i. The occurrence of either one of the following events will justify termination for cause:
 - a. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - b. Contractor's violation in any substantial way of any provisions of this contract.
 - ii. If either one of the events identified above occur, the district may, after giving contractor (and the surety, if any) ten (10) days written notice, terminate the service of contractor, exclude contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - iii. Where contractor's services have been so terminated by the district, the termination will not affect any rights or remedies of district against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by the district will not release the contractor from liability.
 - C. For Convenience
 - i. Upon ten (10) days written notice to contractor, RISD may without cause and without prejudice to any other right or remedy of RISD elect to terminate the contract.
 - ii. In such case, contractor shall be paid (without duplication of any Items):
 - a. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - b. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - D. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

21. Sufficient Appropriation

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

22. Legal Review

The district requires that all proposers agree to be bound by the General Requirements contained in this RFP. Any proposer's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

23. Governing Law

This RFP and any agreement with a proposer which may result from this procurement shall be governed by the laws of the State of New Mexico.

24. Basis for Proposal

Only information supplied, in writing, by the district through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of proposer's proposal.

25. Contract Terms and Conditions

The contract between the district and a contractor will follow the format specified by the district and contain the terms and conditions set forth in the "Scope of Work". However, the district reserves the right to negotiate with a successful proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised

and/or supplemented, and the successful proposer's proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the district's terms and conditions, as contained in this Section, that proposer shall propose specific alternative language to the referenced provisions. The district may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the district and will result in disqualification of the proposer's proposal.

The district will consider wording changes to Scope of Work, Duties and Responsibilities only. Proposers shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

26. Proposer's Term and Conditions

Proposers shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in the contract. RISD is under no obligation to accept any additional terms and conditions.

27. Clarifications from Proposers

The Chief Procurement Officer may, at the request of a Selection Committee designee, request clarifications on information submitted by any and all proposers.

28. Proposer Qualifications

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

29. Negotiations

Roswell Independent School District reserves the right to negotiate with any or all proposers who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. Roswell Independent School District reserves the right to award the contract based only on the written proposals received by the due date and time. Roswell Independent School District further reserves the right to conduct negotiations with selected proposers only. If Roswell Independent School District exercises its option to conduct negotiations, the Chief Procurement Officer will establish procedures and schedules for conducting these discussions. This is a qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing proposers during any negotiation.

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

30. Right to Waive Minor Irregularities

The evaluation committee reserves the right to waive minor irregularities.

The evaluation committee also reserves the right to waive mandatory requirements provided that *all* of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee and/or CPO.

31. Change in Contractor Representatives

The district reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the district, adequately meeting the needs of the district.

32. Notice of Penalties

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

33. District Rights

The district in agreement with the evaluation committee reserves the right to accept all or a portion of a potential proposer's proposal. Roswell Independent School District reserves the right to award by item or group of items. Additionally, the district reserves the right to reject any or all proposal for any reason that the district determines to be in the best interest of Roswell Independent School District; such rejection shall not result in any penalty to the district.

34. Exceptions

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

Roswell Independent School District, after review of the proposals may request clarifications on information submitted by any and all Proposers in a written format, with a specified deadline for response.

35. Brand Names

Where a brand-name or equal specifications is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposed an "equal" to scope of work/specifications, RISD is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

36. Equivalent Items Proposed

If the proposer offers an item other than the one specified, which the proposer considers comparable, the manufacturer's name and model number of that item must be specified in the proposal and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the proposal.

37. Restrictive Specifications

Specifications stated in this request are not intended to exclude any proposer. If any proposer is of the opinion that the specifications as written preclude them from submitting a response to this RFP, it is requested that their opinion be made known to the Chief Procurement Officer, in writing, as soon as possible but preferably at least five (5) working days prior to the proposal due date.

38. Right to Publish

Throughout the duration of this procurement process and contract term, proposers and contractors must secure from the district written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or district contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the proposer's proposal or removal from the contract.

39. Ownership of Proposals

All additional copies of documents submitted in response to this RFP may be retrieved by the proposers, at their expense thirty (30) days after the expiration of the protest period with the following exception: One complete original copy of all submitted proposals including the Best and Final offer, if one was submitted, shall become property of the Roswell Independent School District.

40. Ambiguity, Inconsistency or Errors in RFP

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

41. Competition

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

42. Indemnification

The proposer shall be responsible for damage of persons or property that occurs as a result of proposer’s fault or negligence, or that of any of his/her employees, agents or subcontractors. The proposer shall save and hold harmless the staff of and the Roswell Independent School District against any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the contractor operation shall be repaired and /or restored to their original condition at the contractor’s expense.

43. Insurance (if applicable)

The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by RISD at the time of contract award. The Roswell Independent School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

Professional Liability	\$1,000,000/occurrence
Commercial General Liability: General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Automobile Liability: Combine Single Limit	\$500,000
Worker’ Compensation	Statutory
Employer’s Liability: Each Occurrence	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

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

Contactor agrees to hold harmless and indemnify the school for liability arising out of the negligent activities of the Contractor.

44. Licensing Requirements

The proposer shall comply with all licensing regulations and shall provide copies of all valid licenses necessary to perform the work in the State of New Mexico.

45. Confidentiality

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

The contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring district's written permission.

46. Records Retention

The successful proposer will be required to retain project records for a minimum of three (3) years after the completion of the work. Proposer agrees that any duly authorized representative of the school district shall have

access to any books, documents, papers, and records of the contraction with are directly pertinent to all negotiated contracts.

47. Electronic mail address required

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

48. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the proposer's possession and the version maintained by the district, the proposer acknowledges that the version maintained by the district shall govern. Please refer to:

<https://www.risd.k12.nm.us/cms/One.aspx?portalId=18731981&pageId=20190843>

49. Audit

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

50. Independent Contractor

The contractor is an independent contractor performing services for the district. The contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the district as a result of this procurement.

51. Procurement Under Existing Contracts

In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by the Roswell Independent School District.

52. Equal Employment Opportunity

Roswell Independent School District is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Roswell Independent School District is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

53. New Mexico Employees Health Coverage

- a. If the proposer 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, proposer must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between contractor and the state exceed \$250,000 dollars.
- b. Proposer must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- c. Proposer must agree to advise all employees of the availability of state publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>.
 - d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the proposer reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.
54. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
55. Rights to Inventions Made Under a Contract or Agreement
If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding district.
56. Clean Air Act
Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
57. Energy Policy and Conservation Act
Proposer must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
58. Minority, Small, and Women’s Firms
Contracting with small and minority firms, women's business enterprises and labor surplus area firms; the grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
Affirmative steps shall include:
- a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

- f) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

59. Buy American Requirement

The proposer agrees to comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Vendors are required to check state specific requirements to ensure compliance with this requirement.

60. Davis-Bacon Act (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

61. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

62. Jessica Lunsford Act

The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the respondent agrees that all of its employees who provide or may provide services under this agreement have completed all background screening requirements. Respondent agrees to bear any and all costs associated with acquiring the required background screenings.

63. Debarment/Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

64. Conflict of Interest

By submitting a proposal, the proposer certifies that he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the district. The proposer also certifies no relationship exists between the proposer and the district that interferes with fair competition or is a conflict of interest; and no relationship exists between proposer and another person or firm that constitutes a conflict of interest that is disadvantageous to the district.

65. Non-Collusion

The proposer certifies that he/she has not either directly or indirectly entered into action in restraint of free, competitive submission of a proposal in connection with this RFP.

66. Non-Disclosure

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

67. Campaign Contribution Disclosure Form

Proposer must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of School Board President, Vice President, Secretary or Members. Failure to complete and return the signed unaltered form will result in disqualification.

68. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. CAUTION: The proposal shall be binding without restriction. Proposers shall not include language in the Letter of Transmittal such as "subject to successful negotiation" or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions may result in the rejection of the proposal.

69. Disclosure Regarding Responsibility

Any prospective proposer and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the contractor, or any principal of the contractor's company:

- i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
- iii. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
- iv. violation of Federal or state antitrust statutes related to the submission of offers; or
- v. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- vi. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- vii. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The proposer shall provide immediate written notice to the Chief Procurement Officer or other party to this agreement if, at any time during the term of this agreement, the proposer learns that the proposer's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in termination of this agreement. However, the disclosure will be considered in the determination of the proposer's responsibility and ability to perform under this agreement. Failure of the proposer to furnish a disclosure or provide additional information as requested will render the proposer nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a proposer is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this agreement. If during the performance of the contract, the proposer is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the proposer must provide immediate written notice to the Chief Procurement Officer or other party to this agreement. If it is later determined that the proposer knowingly rendered an erroneous disclosure, in addition to other remedies available to the district, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the proposer from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

70. New Mexico Preferences

The New Mexico Preferences (NMSA 1978, 13-1-21, as amended), do not apply to this Request for Proposal as expenditures include federal funds.

III. SPECIFIC CONDITIONS

The Attorney(s) shall be required to perform all legal services for the District on an as-needed basis. Attorneys may submit proposals to provide services in General Counsel, Special Education, Labor/Personnel or for any and all service areas listed in the Request for Proposal (RFP). The District reserves the right to make multiple awards of any or all service areas.

Counsel maintains a log of all cases and makes a semi-annual written report to the School Committee containing a statement of each case which has been settled, tried or otherwise disposed of during the year as well as those cases still pending with status of same.

Selection of Offerors

This will be a multiple award for firms specializing in public school and special education law. The firm or individuals selected to perform the work and those not selected will be notified in writing by the District.

SELECTION SCHEDULE

Schedule is subject to change at the discretion of the District.

RFP Release Date: March 16, 2021

Questions from Vendors Due: March 31, 2021

Responses to Vendor Questions: April 2, 2021

Submittals Due: April 13, 2021 at 2:00pm Local Time

Proposal Evaluation Period: April 14-15, 2021

Notice of Short-Listed Offerors (if deemed necessary): April 23, 2021

Interviews (if deemed necessary): April 29, 2021

Successful Proposer Notified: Estimated May 12, 2021

SCOPE OF WORK

1. General Counsel Services to be provided:
 - a. Provide advice and consultation with the Roswell Independent School Board, the Superintendent, and District Administrators in connection with their general and specific powers and duties.
 - b. Be physically present on days of School Board meetings and as needed.
 - c. Be readily available for meetings with the Superintendent, School Board members, or District Administrators as requested.
 - d. Attend any or all meetings as requested.
 - e. Provide advice with respect to all Constitutional questions.
 - f. Advise the District of changes in state and federal laws and regulations, as well as court decisions, which will impact the District and advise appropriate action.
 - g. Provide advice, consultation, and representation on student matters including discipline, attendance, adherence to rules and regulations, hearings and related proceedings.
 - h. Provide legal research and/or advisory opinions as needed.
 - i. Provide staff training as may be identified.
 - j. Provide other such services inherent in matters relating to the operation of a School District.
 - k. Assist the District in developing contract templates for outside services as needed.
 - l. Review contractual agreements as requested.
 - m. Review and/or draft contracts and Inter-Agency agreements.
 - n. Review and advise for legal notices, resolutions, Board policies, and matters of district governance as requested.
 - o. Review and advise with matters including, but not limited to, procurement and service contracts, bid specifications, bidding matters, preparation, and execution of contracts and contract disputes solution.
2. Special Education Counsel Services to be provided:
 - a. Review special education issues upon request and provide guidance.
 - b. Represent the District in mediation as requested.
 - c. Representation of the District at all stages of mediation including administrative law, commissioner, State Board, and court proceedings until due process filed by the parent/guardian. After which time, be available to consult with insurance appointed legal counsel.
 - d. Serve as the District's liaison to the legal representatives/advocates of parents.
 - e. Review special education contracts as requested.
 - f. Provide advice, consultation, and representation in connection with the placement of special needs students.
 - g. Any additional matters as directed by the District.
3. Labor/Personnel Counsel Services to be provided:

- a. Advise the District in legal matters with respect to labor relations and personnel administration.
- b. Review grievances with the administration and assist in writing administrative responses.
- c. Represent the District in all arbitrations, administrative proceedings, court proceedings, etc. involving labor relations or personnel administration.
- d. Participate in negotiations with bargaining units.
- e. Advise on proposed contract language and bargaining proposals.
- f. Advise the District on employment, employee discipline, seniority, tenure and other personnel administration matters.
- g. Develop possible salary guides in accordance with District guidelines.
- h. Prepare final contract documents upon settlement and ratification of tentative agreements.

Services to be included in each of the service areas:

- Legal counsel and advice to the District and School Board.
- Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of 24 hours upon inquiry.
- Written legal opinions upon request.
- Initiate and/or defend lawsuits as necessary.
- Prepare all necessary legal documents.
- Work cooperatively with legal counsel of insurance companies, consortiums or other collective with whom the District may be affiliated.
- Represent the school district in all judicial and/or of administrative proceedings within the specific service area in which the District or any of its School Board members, administrators or agents may be a party of have an interest.
- Provide written, timely notification to the District of changes in school law or state regulations, including court and administrative decisions that may impact the operation of the school district.
- Conduct in-service programs on specified legal issues for appropriate staff members upon request.
- Fulfill other legal duties as are commonly accepted and assigned.

One (1) original hard copy plus four (4) hard copies and one (1) electronic copy of the technical proposal and supporting documentation and one (1) original hard copy plus one (1) electronic copy of the price proposal shall be submitted to the District. Proposals must be in the format specified in the “Technical Proposal” section and the “Price Proposal” section.

TECHNICAL PROPOSAL

Proposals must at a minimum, contain the following information, and be in the following order:

1. The name, address and phone number of the law firm or attorney,
2. The names of all attorneys who are associated with the firm or attorney and the nature of their association (partner, shareholder, associate, etc.).
3. An updated resume or profile of the law firm or attorney.
4. A statement that the law firm or attorney agrees to bill the Roswell Independent School District for attorney services in 0.1 hour billing units maximum rates established by the contract with the Roswell Independent School District.
5. A list of the attorneys that the law firm or attorney intends to assign to the performance of the contract. For each such attorney, provide the following information:
 - a. Name;
 - b. Area of law;
 - c. Hourly rate;
 - d. Date licensed in New Mexico
 - e. A summary of the attorney's educational background, special training, and awards
 - f. A summary of the attorney's general litigation experience;
 - g. For each area of law listed in this Proposal Format section, Subsection 5 (b), a summary of the attorney's experience in that area;

- h. For each area of law listed in this Proposal Format section, Subsection 5 (b), a summary of the attorney's School Districts defense experience in that area.

The District will only assign cases to attorneys who have been listed in this subsection and who have qualified for performance of the contract.

Please note that the District is requiring summaries in response to the Proposal Format section, Subsections 5 (e) through 5 (h). Please do not respond to these subsections by providing extensive or uninformative lists of cases.

Discuss prior experience and qualifications related to accomplishing the scope of work outlined within this RFP. This portion of the proposal should demonstrate the extent to which the offeror is qualified to perform the scope of work outlined in the RFP.

Attorneys either must have been licensed to practice for at least three years or must be associated with attorneys who have been licensed for three years and agree to supervise those who have not been licensed for three years. Provide resumes or other background information for each of the individuals.

Proposals shall be limited to twenty (20) pages total, including title pages.

PRICE PROPOSAL

Indicate the hourly rate to be charged for each category of personnel or for each firm member. Also, indicate the charge for expenses such as telephone, copying, travel, (cost per mile, etc.) and time expended in travel. Gross receipts tax should be in addition to indicated charges at the time the invoice is submitted for payment.

EVALUATION

The responsible offerors whose proposal is most advantageous to the District shall be selected to perform the services. The weight to be given to each of the evaluation factors is as follows:

1. 20% - Size of firm, with preference for firms having three or more attorneys.
2. 30% - Experience with public school agencies with particular emphasis in school law and special education and administrative proceedings. Experience with legislative proceedings will also be considered as well as general litigation experience.
3. 10% - Proximity to and familiarity with the Roswell Independent School District.
4. 30% - Ability to represent the District.
5. 10% - Hourly rates of the attorneys and other personnel expected to be involved in representing the District.

PROCUREMENT TERMS AND CONDITIONS

1. Proposers shall submit one (1) proposal in response to this RFP (including one original hard copy along with four hard copies and one (1) electronic copy containing ONLY the Technical Proposal). Proposers shall submit one (1) original hard copy and one (1) electronic copy of the Price Proposal.

The proposal package shall consist of the sealed technical proposals and the sealed price proposals. The original Price Proposal shall be separate from the technical proposal.

The original hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern. The originals shall be stamped "original".

Submit the two-part / two-volume written proposal, with each part/volume in a separate sealed envelope, clearly marked on the outside cover ***Roswell ISD – RFP 21-10 Legal Counsel Services***, and addressed to:

Chris Thweatt, Purchasing Specialist
Roswell Independent School District
300 North Kentucky Avenue, Room 201
Roswell, NM 88201

2. Proposals must be received in the Support and Transportation Services Office before **2:00 p.m. local time, April 13, 2021**. Proposals may not be withdrawn without written request.
3. All proposals shall be submitted in the same format as provided in the specifications.
4. The District reserves the right to reject any and/or all proposals received by reason of this request, to award the contracts for individual services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.
5. The basis for determining the firms to be interviewed will be the information supplied in written proposals.
6. The District will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal nor travel expenses associated with an interview or presentation.
7. All proposals shall contain a straightforward, concise delineation of the firm's fees and capabilities to satisfy the requirements of the request.
8. Firms submitting a proposal in response to this RFP may be required to make an oral presentation of their proposal. The presentation shall be no longer than 45 minutes with a brief question and answer period following.
9. Although RISD reserves the right to require oral presentations by any or all firms, RISD may make an award without discussion with any firm, after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
10. Questions about this proposal shall be directed to: Chris Thweatt, Purchasing Specialist, Roswell ISD, 300 Kentucky Avenue Room 201, Roswell, NM 88201, e-mail: cthweatt@risd.k12.nm.us.
11. Any contractual agreement issued between RISD and the successful firm shall be guaranteed for no less than one year with an option to extend for additional one-year periods, annually renewable, with the approval of the District and the TPA.
12. Any contractual agreement may be terminated by either party at the end of the initial one-year period by written notice to this effect and sent to the other party at least 30 days prior to the end of the one-year period.
13. No information produced as a result of any agreement or contract with RISD can be released without the prior written consent of RISD.
14. The attached "Conflict of Interest and Debarment/Suspension Certification Form must be completed and submitted as part of the proposal.
15. The attached "CAMPAIGN CONTRIBUTION DISCLOSURE FORM" must be completed and submitted as part of the proposal.

LETTER OF TRANSMITTAL FORM

ACKNOWLEDGEMENT: By responding to this RFP, the undersigned proposer (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Proposer has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Name of Firm: _____

Address 1: _____

Address 2: _____

Telephone No: _____

Email: _____

Signature of Authorized Representative: _____

Type or legibly print name of above: _____

Contractor's License# (if applicable): _____

Contact information for Sales Department (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

- On behalf of the submitting organization named above, I accept the Terms and Conditions Governing the Procurement.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signature

Date

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Roswell Independents Schools in response to the above referenced bids/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 Roswell Independent 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 Roswell Independent 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 Roswell Independent 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 Roswell Independent Schools' Chief Procurement Officer 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: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or

APPENDIX C

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)

APPENDIX C

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)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																															
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>													-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>						-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>										
Employer identification number																															
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>											-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> </table>																			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

IF MAILING YOUR BID

Mail to the following address:

Roswell Independent School District
PO Box 1437
Support and Transportation Services Office/Suite 201
ATTN: Chris Thweatt
Roswell, NM 88202-1437

IF SENDING YOUR BID UPS/FEDERAL EXPRESS, ETC.

Send to the following address:

Roswell Independent School District
300 N. Kentucky
Support and Transportation Services Office/Suite 201
ATTN: Chris Thweatt
Roswell, NM 88201
575-627-2529