



# Central Consolidated School District

Central Consolidated Administration Complex \* PO Box 1199 \* Shiprock, NM 87420  
US Hwy 64 Old High School Rd \* Shiprock, NM 87420

## REQUEST FOR PROPOSAL

**RFP No.** 2019-ADM-100

**RFP Title:** Legal Counsel Services

**Commodity:** 9614900

**ISSUE DATE:** February 5, 2019

**SUBMISSION DEADLINE:** March 26, 2019 @ 3:00 PM (Local Time)

<b>MAILING ADDRESS (US Postal Mail):</b> * Allow 10 extra days for delivery  Central Consolidated School District ATTN: Purchasing Department PO BOX 1199 Shiprock, NM 87420	<b>PHYSICAL ADDRESS</b> (Walk In, UPS, Fed Ex, etc):  Central Consolidated School District ATTN: Purchasing Department US HWY 64 Old High School Road Shiprock, NM 87420
<b>NOTE:</b> The Outer most envelope or box of proposal shall be clearly labeled with the following: Proposers Business name, RFP Number and RFP Title, and submission deadline.	

**RFP CONTACT:** Christi Walter, Procurement Manager  
505-368-4984 Ext. 10142, [waltc@centralschools.org](mailto:waltc@centralschools.org)

\*\*Any inquiries or requests regarding clarification of this RFP document shall be submitted to the Procurement Manager in writing. Proposers may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.

**WEBSITE:** [www.ccsdnm.org](http://www.ccsdnm.org)

**OFFICE HOURS:** Monday – Friday 7:30 AM – 4:00 PM

**SPECIAL INSTRUCTIONS:** Complete proposal documents as required. Your response must be received in the CCSD Purchasing Department prior to specified date and time, regardless of delivery option selected. Late proposals will not be accepted.

**ACKNOWLEDGMENT OF RECEIPT FORM**

**Legal Services  
RFP 2019-ADM-100**

In acknowledgement of receipt of this Request for Proposals (RFP), the undersigned agrees that he/she has received a complete copy of the RFP.

The acknowledgement of receipt should be signed and returned on **March 7, 2019** to the Procurement Officer at the address or e-mail shown below. Only potential Offerors who elect to return this completed form with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written responses to those questions, as well as RFP amendments, if any are issued.

ORGANIZATION: \_\_\_\_\_

REPRESENTED BY : \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

The above organization **does** \ **does not** (mark one) intend to respond to this Request for Proposals.

Christi Walter, PurchasingManager  
[waltc@centralschools.org](mailto:waltc@centralschools.org)  
505-368-4984  
Central Consolidated Schools  
US Hwy 64 Old High School Road  
PO Box 1199  
Shiprock, NM 87420

## **PROPOSAL GENERAL INSTRUCTIONS**

1. Requests for proposals (RFP) will be received at the Central Consolidated School District Purchasing Office no later than **March 26, 2019 at 3:00 P.M. (Local time)** at which time the said recorded as received. The purpose of this Request for Proposal is to obtain legal counsel services.
2. "The Purchaser" as used in these specifications shall refer to Central Consolidated School District (CCSD).
3. Central Consolidated School District is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
4. Any inquiries or requests regarding clarification of this procurement document shall be submitted to Christi Walter, Procurement Manager, and email is [waltc@centralschools.org](mailto:waltc@centralschools.org). Offerors may contact **ONLY** the Procurement Manager regarding the terminology stated in the procurement documents. Other CCSD employees do not have the authority to respond on behalf of CCSD. Offerors **MAY NOT** contact other District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Procurement Manager will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.
5. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
6. Offerors should promptly notify the Procurement Manager of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
7. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
8. The envelope containing the completed request for proposal **must** be marked "Request for Proposal" and corresponding RFP # and addressed as follows:

### **Central Consolidated School District**

#### **Physical Address**

Central Consolidated School District  
ATTN: Purchasing Department  
US HWY 64 Old High School Road  
Shiprock, NM 87420

#### **Mailing Address**

Central Consolidated School District  
ATTN: Purchasing Department  
PO BOX 1199  
Shiprock, NM 87420

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected and returned unopened.

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

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

“Agency” shall mean Central Consolidated School District (CCSD)

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

“Contractor” shall mean successful Offeror.

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

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

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

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

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

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

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

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

“Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

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

12. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
13. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Central Consolidated School District.
14. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who's non conformity is waived.
15. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.
16. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.
17. This procurement in no manner obligates Central Consolidated School District until a valid signed contract or valid Purchase Order is executed.
18. The District may add to or delete from the Scope of Work set forth in this RFP.
19. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
20. The District reserves the right to discontinue negotiations with any selected Proposer.
21. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.
22. The contents of the proposals will be kept confidential until CCSD awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a bid on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the

Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

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

## **TERMS AND CONDITIONS**

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

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

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

4. **MODIFICATIONS OR WITHDRAWAL:** Proposals submitted may be withdrawn or modified prior to the time set for delivery by delivering written notice to the Procurement Manager.

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

A. Termination by the Contractor

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

B. Termination by the District

1) For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
  - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
  - ii. Contractor's violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2) For Convenience

- a. Upon ten (10) days written notice to contractor, CCSO may without cause and without prejudice to any other right or remedy of CCSO, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
  - ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

6. **INSURANCE (If Applicable):** The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by CCSD at the time of contract award. Central Consolidated 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:

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

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

**NOTE: Certificate holder shall be:** Board of Education  
Central Consolidated School District

**Certificate of Insurance forwarded to:** Central Consolidated School District  
Legal Services Department  
P.O. Box 1199  
Shiprock, New Mexico 87420

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

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

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



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

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

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

13. PRODUCT OF SERVICE – COPYRIGHT: Nothing produced, in whole or in part, by the contractor under the contract shall be the subject of an application for copyright by or on behalf of the contractor.

14. NEGOTIATIONS: The Board's designee shall negotiate, if needed, a contract with the Highest Qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services. Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall be undertaken with the second most qualified business or the procurement process is terminated and a new Request for Proposal is initiated.

#### 15. BILLING

All invoices for cost incurred by the contractor and for services rendered shall be submitted on a monthly basis and shall reveal, on a daily basis, time expended by each attorney.

Invoices are to be grouped together according to pending case and/or included on the general billing statement. General billing is to include with reasonable specificity the subject discussed and work performed including the name and time for each attorney. The District reserves the right to question billing and/or protest double billings by attorneys from the same firm for consultation services.

16. CONFLICT OF INTEREST: The contractor shall warrant that he/she has not interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract. The contractor shall comply with the provisions of the section 10-16-12, NMSA 1978, which requires disclosure to the Office of Secretary of State of amounts received under state contracts when and if such provisions become applicable.

17. AMENDMENT: The contract shall not be altered, changed, or amended except by an

instrument in writing executed by both parties and approved by the Central Consolidated School District Board of Education.

18. **MERGER:** The contract shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreements, understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

19. **APPLICABLE LAW:** The contract shall be governed by the laws of the State of New Mexico.

20. **WAIVER:** The contract shall contain a provision that states that no waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

21. **MALPRACTICE INSURANCE:** The contractor agrees to maintain legal malpractice insurance providing coverage in an amount of no less than \$1,000,000 per occurrence. A copy of malpractice insurance coverage shall be provided at time of contract. Evidence of insurance should be included in the proposal in the form of a current Certificate of Insurance.

## **PROTESTS**

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

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

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

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

- A. State the reasons for the action taken; and
- B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

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

### **SPECIAL CONDITIONS**

1. The intent of this solicitation is to provide services for one (1) year to commence Date of Contract. The District reserves the right to renew this agreement, not to exceed a total of four (4) years. for additional one (1) year periods.

2. In event the successful contractor(s) is involved with an on-going litigation; the termination of the contract shall be at the conclusion of the case.

3. Multiple Awards. The District may make multiple awards if in the best interest of the District. The intent is to provide comprehensive legal service to include, the Board of Education, the Superintendent /designee and/or the District.

## **OVERVIEW**

CCSD has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties to provide legal counsel service. Cost will be included as one of the evaluation criteria but the award of this RFP will not depend solely on cost.

## **RFP SCHEDULE**

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

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	District	February 5, 2019
Deadline for Questions	Offeror	March 7, 2019
Submission of Proposal	Offeror	March 26, 2019
Evaluation of Proposals	Evaluation Committee	March 27-29, 2019 April 2-3, 2019 (if needed)
*Finalist's Interviews	Evaluation Committee	TBD
Contract Negotiations	District	TBD
School Board Approval	District	April 16, 2019
*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.		
<b>This schedule is subject to change.</b>		

## **BACKGROUND**

The Central Consolidated School District is located in the Four Corners region of San Juan County, in the northwest corner of New Mexico. It borders Colorado the north, Arizona to the west and Utah to the northwest. The District maintains fifteen school facilities on separate sites. There are four (4) High Schools, three (3) Middle Schools, and nine (9) Elementary Schools. The District also holds a Warehouse, Administration Building and three (3) Transportation sites. CCSD serves approximately 6,000 students, of which, the district Special Education students make up includes a large bilingual population, plus early childhood preschools, and covers nearly 3,000 square miles.

## **INTRODUCTION**

The purpose of this RFP is to select a firm (s) to provide legal services on behalf of the District. The District will entertain proposals from law firms for firm fixed-price agreements with attorneys who from time to time may be called upon to provide comprehensive legal services at an amount and according to the terms fixed by their agreement.

The District makes no guarantees as to the amount of services required and reserves the right to utilize legal services from other legal firms/attorneys, when applicable, outside of the RFP. The District reserves the right to review the qualifications of, and to approve in advance, any attorney within a given firm that is assigned to provide comprehensive legal services to the District. The issuance of subsequent specific contracts shall be at the sole discretion of the District.

## **SCOPE OF WORK**

As per NMSA 13-1-150 through 13-1-152, this solicitation will likely result in a professional services contract, not to exceed 4 years from date of Contract. Pricing shall remain firm during the life of the contract. This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Requestor determines it is in the best interest of Central Consolidated School District. Any contract awarded as a result of this RFP may be terminated if sufficient funding appropriations or authorizations do not exist. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final. [Re-Pr, 3-31-97, A, 3-31-00].

### Requirements

1. The Contractor, including all individuals performing services under this agreement (if proposal submitted by a firm) shall be licensed and in good standing of the State Bar of New Mexico.
2. The Contractor shall identify the primary individual(s) assigned to provide services to the District. The individual(s) will be the first point of contact by the authorized district representatives.
3. The Contractor may be requested to be in attendance at Board of Education meetings. This may be for either closed session discussions for the purposes pertaining to personnel items, real estate, or other legal matters.
4. The Contractor shall provide their own library, clerical, professional and support staff.
5. Response time is critical for the District needs. Please provide in proposal average/typical response time(s) for routine/standard questions.

The District seeks attorneys to perform various legal services on behalf of the District as requested by the Superintendent/designee and/or the Board of Education. The District may multi-source award this proposal if determined to be in the District's best interest. The offeror will be expected to provide legal services, including, but not limited to the following areas:

- A. General litigation
- B. Administrative law, policy development and legal advice and opinions on issues related to Public Education and Special Education.
- C. Business law, including drafting and interpretation of contracts, construction documents, review, procurement laws and preparation and approval of commercial instruments for public transactions.
- D. Capable of handling all aspects of real-estate transactions for a public entity.
- E. Interpretation of state, federal and Navajo Nation laws and regulations relating to District operations.
- F. Labor and employment law for public school employees, including civil rights.

Services to be included in each area:

#### General Counsel

- Provide advice and consultation with Central Consolidated School District Board of Education and the Superintendent in connection with their general and specific powers

and duties.

- Be physically present on days of School Board and / or with Superintendent meetings as required/requested and as needed.
- Advise the district of changes in state, federal and Tribal laws and regulations, as well as court decisions, which will impact the District and advise appropriate action.
- Provide legal research and/or advisory opinions as needed.
- Assist the District in developing contracts for outside services as needed.
- Review contractual agreements, review and/or draft contracts and Inter-agency agreements.
- Review and advise with matters including but not limited to procurement and service contracts, bid specifications, bidding matters, preparation, and execution of contract and contract disputes solution.

#### Special Education

- Review Special Education issues upon request and provide guidance
- Represent the District in mediation as requested in 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
- Serve as the District's liaison to the legal representation in connection with the place of special needs students
- Provide guidance and review special education contracts as requested
- Any additional matters as directed by the District

#### Labor / Personnel Counsel Services

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

Services also include and are not limited to:

- Legal Counsel and advice to the District and School Board
- Timely advice and counsel in emergent matters. Counsel is expected to respond, as 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 insurance companies, consortiums or other collective with whom the district may be affiliated
- Represent the school district in all judicial and / or administrative proceedings within the specific service area in which the District or any of its School Board members,
- 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.

## **PROPOSAL FORMAT**

Offeror shall submit one (1) original proposal, (2) copies, and one (1) identical electronic copy of their proposal to the location specified in item 8 proposal general instructions. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

### Section 1: Letter of Transmittal

- Name, address and telephone number of offeror;
- Name and telephone number of primary contact for the offeror;
- A signature of the offeror or of any officer or employee who certifies that he or she has the authority to bind the offeror;
- Date of the proposal;
- A statement that the offeror, if awarded the contract, will comply with the contract terms and conditions as set forth in this RFP;
- A statement that the offeror's proposal is valid for ninety (90) days after the submission of proposal.

### Section 2: Legal Counsel Staff

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

1. Name, Address and phone number of the law firm or attorney and area of law.
2. Names of all attorneys who are associated with the firm or attorney and the nature of their association (partner, shareholder, associate, etc). Identify the primary individuals who will be assigned to provide services.
3. Provide updated resumes, or profile of law firm/attorneys and other background information for each of the individuals identified.
4. A list of attorneys that the law firm or attorney intends to assign to the performance of the contract. For each attorney, provide the following:
  - a. Name;
  - b. Area of Law;

- c. Date Licensed in New Mexico;
- d. Summary of attorney's educational background, special training, and awards;
- e. Summary of attorney's litigation experience;
- f. Summary of attorney's School District defense experience.

Please provide summaries in response to proposal, and do not respond by providing extensive or uninformative list of cases.

5. Please also provide details regarding any possible perceived conflict of interest due to family and/or personal relationships with the district, any prior litigation against the district in which a primary attorney represented opposing counsel or other such possible conflicts. Please note any information which is to be kept confidential.

### Section 3: Experience and Qualifications

Discuss prior experience and qualifications related to accomplishing the scope of work as specified in proposal. Include information on the firm's ability and capacity to address district needs in a timely manner. Describe how the firm establishes work priorities across its client base and what Central Consolidated School District can expect in terms of responsiveness on specific legal services and general legal advice. Describe cultural sensitivity and awareness to work on the Navajo Reservation in relation to Business, Labor, Construction and Administrative laws. This portion of the proposal shall demonstrate the extent to which the offeror is qualified to perform the scope of work outlined in this RFP.

Describe Methodology and approach to requested services, by discussing law practice from the view point of servicing the school district. Include firm's primary focus, those areas in which you may specialize and may benefit to CCSD. Discuss how incoming requests for legal services are handled.

### Section 4: References

Include a list of three (3) client references, names and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include Central Consolidated School District.

### Section 5: Cost Proposal – See Appendix A

**Cost Proposal to be submitted in a separate sealed envelope placed with original only.** For each category of personnel, indicate the hourly rate to be charged. Also, indicate specific information on billing for travel, photocopying, telephone conversations, e-mail correspondence and any other expenses that will be charged to the District. Specify whether amounts quoted include gross receipts tax. Please also complete the Quote Form, Appendix A.

## EVALUATION

The following paragraphs of this section describe the method of evaluating Offerors proposals. Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business, If proposal is Joint Venture,



Offeree shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue.

### Proposed Evaluation Criteria

#### Evaluation Criteria

Item #	Evaluation Criteria	# of Points
1	Firm Profile – Provide information or documents to reflect number of years in business, state whether firm is national, regional or local, indicate the number of people in your firm.	5
2	References – Include a list of three (3) client references, names, title, telephone number, email of clients for which these services have been performed, currently or in the recent past. Please do not list CCSD and/or personnel.	5
3	Experience and Qualifications – Overview of current and prior experience in work comparable to the scope of services required in RFP. Include years of experience of providing services to school districts or similar governmental entities of comparable size and complexity. Describe in detail experience with law in various applicable law but not limited to Federal, State, Local, public sector employment law, and tribal government law.	25
4	Assigned Personnel –Provide information that documents key personnel’s qualifications, background, experience, and availability to perform all aspects of the work.	20
5	Methodology – Provide your practices and approach to provide requested services to CCSD.	20
6	Cost – See Cost Proposal. The Following formula will be used to evaluate the cost:  $\frac{\text{Lowest Responsive offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$	25
Total Possible Points		100
<b>New Mexico Resident Business Preference:</b> Offeror shall include a copy of their In-State Certification issued by the State of New Mexico Taxation & Revenue Department.		5
<b>Veteran New Mexico Resident Business Preference:</b> To qualify an Offeror must include copy of their Resident Veteran Certificate issued by State of NM Tax & Revenue Department. 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.		10
Total Possible Awarded Points		100-110

### **Evaluation Process**

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

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The responsible Offeror whose proposal is most advantageous to CCSD, taking into consideration the Evaluation Factors, will be recommended for award.
3. Responsive proposals will be evaluated on the Evaluation Factors, which have been assigned a point value.
4. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **Proposal Evaluation**

The Evaluation Committee will review each Offeror's proposal. Points will be allocated as outlined in Evaluation Criteria.

**Proposed Evaluation Criteria** 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.

### **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.

### **Notice of Award**

The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee and upon approval by the Board of Education.

## PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST GUIDE

Please submit your completed proposal, including the following items.

**\*\* Note that the requested information is mandatory and failure to submit items with your response may deem it non-responsive and may be disqualified.**

- Letter of Transmittal, **SIGNED**
  - Offeror Acceptance Signature Page, **SIGNED**
  - Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable
  - Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
  - Campaign Contribution Disclosure Form, **SIGNED**
  - Conflict Interest Disclosure Form, **SIGNED**
  - Terms and Conditions Statement of Confidentiality, **SIGNED**
  - Cost Proposal / Quote Form: **Must be in a sealed envelope**
  - Addendums (if applicable) – **before** submitting your proposal, please check for addendums here: <http://www.ccsdnm.org/departments/purchasing.html>
- 
- The following RFP information must be clearly labeled on the **outer envelope of your sealed proposal**.

**Please Note: If you put your sealed proposal inside a FedEx, UPS, etc. envelope, all of this information must also be written and visible on the outermost envelope of your sealed proposal.**

- Offeror's Business Name
- Bid Number and Title
- Opening Date and Time
- Proper Delivery Address (See Cover page)

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



**Central Consolidated School District**  
 Central Consolidated Administration Complex \* PO Box 1199 \* Shiprock, NM 87420  
 US Hwy 64 Old High School Rd \* Shiprock, NM 87420  
 Phone · 505-368-4984 · Fax 505-368-5232

**APPENDIX A**  
**LETTER OF TRANSMITTAL FORM**

**Legal Counsel Services**  
**RFP 2019-ADM-100**

Item #1 to 4 EACH MUST BE RESPONDED TO.

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

Name	
Mailing Address	

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax	

5. The use of Sub- Contractors (Select One)

No Subcontractors will be used in the performance of any resultant contract OR  
 The following sub-contractors will be used in the performance of any resultant contract:

---

(Attach extra sheets, if needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

---

(Attach extra sheets, as needed)

7.  On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors.

I acknowledge receipt of any and all amendments to this RFP.

---

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



# Central Consolidated School District

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US Hwy 64 Old High School Rd \* Shiprock, NM 87420  
Phone · 505-368-4984 · Fax 505-368-5232

## Offeror Acceptance Signature Page

### Legal Counsel Services RFP 2019-ADM-100

---

TIME:

DATE:

LOCATION: Central Consolidated School District Procurement Office  
US Hwy 64, Old High School Road, Shiprock, NM 87420

#### ACCEPTANCE CONDITIONS:

THE UNDERSIGNED HEREBY agrees to deliver and/or service the items specified in accordance with the terms, conditions, specifications and prices set forth. He/She also certifies that he/she has not used any outside agent at arriving at the figures, and has not contacted any competitors in arriving at these figures.

THE UNDERSIGNED CERTIFIES that he/she read and understood the general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Conditions.

---

NAME OF FIRM:

---

TYPE OR PRINT NAME OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

SIGNATURE OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

MAILING ADDRESS OF FIRM

---

TELEPHONE NUMBER OF FIRM

FAX NUMBER

---

EMAIL ADDRESS



# Central Consolidated School District

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 Phone · 505-368-4984 · Fax 505-368-5232

## Legal Counsel Services RFP 2019-ADM-100

### Appendix B Cost Proposal / Quote Form

The form can be obtained electronically by contacting Christi Walter @ (505)368-4984 ext. 10142 or by email at [waltc@centralschools.org](mailto:waltc@centralschools.org).

**FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN DISQUALIFICATION OF BID.**

- Information to be provided of the offeror to provide all information listed in the Evaluation Criteria.

NAME OF INDIVIDUAL	STANDARD HOURLY RATE	HOURLY RATE FOR CCSD

- Other applicable charges – describe and identify costs to Central Consolidated School District.

DESCRIPTION OF CHARGES	FEES CHARGED TO CCSD

- Qualifications of personnel and firm:
  - Please identify any individual above who has been cited, reprimanded, fined, or censured by any professional organization for any violation of law, rule, code or other violation over the past five years. Please identify the nature of the violation, the

agency involved, the form of reprimand, and the current status of the violation.

- Has the firm or any potential member of the team been the party to litigation arising from services provided to any agency, school district, or charter school over the past five years? If yes, please indicate the nature of the litigation, the parties involved, the nature of claim, and the resolution of the case(s).
- Does the firm or any potential member of the team have reason to believe that they may be subject to litigation, though not yet filed, arising from services provided to any agency, school district, or charter school? If yes, please indicate the nature of the potential litigation, the parties involved, and the nature of the potential claim.

4. What can Central Consolidated School District expect as turnaround time to our phone calls and emails? Hrs \_\_\_\_\_ Days \_\_\_\_\_  
Will we be assigned to a specific contact to whom to direct our questions and inquiries?
5. The undersigned certifies that there has been no collusion in the preparation of this quote. The undersigned certifies that he/she has read and understand the request for quote and all pertinent documents, and the firm and/or persons represented accepts these conditions and submits the quote in full compliance therewith.

---

COMPANY

---

SIGNATURE

---

ADDRESS

---

NAME (PRINT)

---

TELEPHONE

---

FAX#

---

DATE

NM RESIDENT BIDDERS CERTIFICATION #: \_\_\_\_\_



**New Mexico Preference Resident Veterans Certification**  
*Only complete if currently possess a Resident Veteran's Preference Certificate*

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' 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 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 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 \$5M allowing me the 7% preference on this solicitation. 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 Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, 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 as 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 this statement is true to the best of my knowledge. I understand that 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 termination of award of the procurement involved if the statements are proven to be incorrect.

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

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Central Consolidated School District 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 Central Consolidated School District (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 Central Consolidated 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 names(s) of any Central Consolidated 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 Central Consolidated 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 or 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: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign,

but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## CONFLICT OF INTEREST DISCLOSURE FORM

This form must be filed by any prospective contractor whether or not they, their family member or their representative has any family member employed with Central Consolidated School District, within the First degree, Second degree or Third degree to the employee.

Pursuant to Chapter 199, Section 1, of the NMSA 1978 Nepotism; and School Board Policy G-0700 Staff Conflict of Interest.

### 22-5-6 Nepotism Prohibited

- A. A local superintendent shall not initially employ or approve the initial employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of a member of the local school board or the local superintendent. The local school board may waive the nepotism rule for family member of a local superintendent.
- B. Nothing in this section shall prohibit the continued employment of a person employed on or before July 1, 2009.

### Pursuant to NMAC 1.7.6.8 NEPOTISM:

No agency shall permit the hiring, promotion, or direct supervision of an employee by a person who is related by blood or marriage within the third degree to the employee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family Member”** means spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law.

**“Person”** means any corporation, partnership, individual, joint venture, association of any other private legal entity.

**“First Degree”** means a close blood relative who includes the individual's parents, full siblings, or children.

**“Second Degree”** means a blood relative who includes the individual's grandparents, grandchildren, aunts, uncles, nephews, nieces or half-siblings

**“Third Degree”** means the relative of a person who is a first cousin, great-grandparent or great-grandchild.

I have read and fully understand that this does not mean that I/We/Company cannot be hired by Central Consolidated Schools or provide goods and services; however, we do acknowledge that we are related to the following board members or administrative personnel at a Director or principal level or above:

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Location \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Location \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Location \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Location \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Location \_\_\_\_\_

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Location \_\_\_\_\_

I testify that the above is a complete list of the individuals with which **I am related** as per the guidance provided above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

I testify that **I am NOT** related to any board member or administrative personnel at a Director or principal level or above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**TERMS AND CONDITIONS STATEMENT OF  
CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or, "Contractor", agrees, during RFP process, and during the term of the Contract between Contractor and the Central Consolidated School District and forever thereafter, to keep confidential all information and material provided by the District 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 the District, and not to release, use or disclose the same except with the prior written permission of the District. This obligation shall survive the termination or cancellation of the Contract between Contractor and the District 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 CCSD, a client or customer of the District, or to the owner of such information, inadequately compensable in damages and that, accordingly, the District 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)