



SAN JUAN COLLEGE

Purchasing and Design Center

**4601 COLLEGE BOULEVARD
FARMINGTON, NEW MEXICO 87402**

Professional Legal Services

RFP # 11-22354

PROPOSAL OPENING DATE

September 20, 2011 at 2:00 p.m.

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PROFESSIONAL LEGAL SERVICES
RFP # 11-22354

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the Professional Legal Services distribution packet #11-22354, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Offeror's Estimate of Taxes, for a total of 29 pages.

The acknowledgment of the receipt should be signed and returned to the Purchasing Department no later than September 1, 2011 @ 4:00 pm. Only potential Offerors who elect to return this form will receive copies of all future communications relating to, and including amendments to #11-22354, if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document # 11-22354.

Firm **does/does not (circle one)** intend to respond to Professional Legal Services, #11-22354.

If firm **does not** intend to reply, please give a brief reason for not responding.

Return To:

San Juan College
Damian Vigil
Director of Purchasing
4601 College Boulevard
Farmington, NM 87402
Telephone Number: 505-566-3084
Fax Number: 505-566-3075
Faxed copies of this form will be accepted.

REQUEST FOR PROPOSALS

Approved as to Form:

RFP TITLE: PROFESSIONAL LEGAL SERVICES

/s/ Damian Vigil

RFP #: 11-22354

Director of Purchasing

If you have any questions regarding this Request for

San Juan College
Purchasing Department
4601 College Boulevard (Mailing Address)
4601 College Boulevard Room 1715(Location)
Farmington, New Mexico 87402

Proposal please contact: Damian Vigil

Purchasing Department

Telephone Number: (505) 566-3084

PRE-PROPOSAL CONFERENCE

PROPOSAL OPENING DATE:

DATE: N/A

TIME: N/A

PLACE: N/A

September 20, 2011 2:00 P.M.

IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until the above specified date and local time, and then opened at the San Juan College Purchasing Department. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award.

OFFEROR MUST COMPLETE THE FOLLOWING

COMPANY NAME	MAILING ADDRESS/	CITY/STATE/ZIP CODE
CONTACT PERSON	TELEPHONE NUMBER	
EMAIL ADDRESS	FAX NUMBER	
To be a valid offer, Offeror <u>must</u> sign here: _____ Title _____		

This proposal is subject to the Purchase Order "Terms and Conditions", Proposal Requirements, and Scope of Work. Offeror must check the appropriate box below:

If applicable, OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Amendment No. ___ Dated _____
Amendment No. ___ Dated _____

Amendment No. ___ Dated _____
Amendment No. ___ Dated _____

NOTICE TO OFFERORS

Competitive sealed proposals will be received by San Juan College, San Juan County, Farmington, New Mexico, at the Purchasing Department, Room 1715, 4601 College Boulevard, Farmington, New Mexico, 87402.

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

Professional Legal Services
RFP # 11-22354
September 20, 2011
2:00 P.M.

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

Further details and criteria for award may be obtained at the above referenced Purchasing Department address, or by calling (505) 566-3084. San Juan College reserves the right to accept or reject any or all proposals.

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

San Juan College

By: /s/ *Damian Vigil*
Damian Vigil, Director of Purchasing

Publication Date: August 22-24, 2011

Opening Date: September 20, 2011

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 San Juan College is requesting proposals for Professional Legal Services.

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

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

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

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

The Purchasing Department will open and evaluate all proposals; determine the need for, and conduct any negotiations; and make a final recommendation to the appropriate Vice President or the President for award of the contract.

The College reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interests of San Juan College.

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

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

To assist the College with budget preparation, the Offeror shall complete the "Offeror's Estimate of Taxes" and shall identify by name each tax Offeror believes to be applicable to this contract and shall estimate the amount of each tax which will be charged on the entire contract.

Professional Legal Services
RFP #11-22354

Section I. Background Information

A. Description of the Project

San Juan College (College) is requesting proposals (RFP's) from qualified legal firms and practitioners (Offerors) to provide professional legal services to designated officers and employees of the College.

B. Scope of Work

Proposals are hereby requested from qualified Offerors to provide professional legal services as counsel to assist the College President and designated officers with various projects that may be assigned from time to time. The College reserves the right to award one or more contracts in each area of expertise as described below.

The College may request written reports on the status of pending cases and other matters.

The Offeror shall address and designate which of the following area(s) of expertise, experience, and interest the attorney or law firm is proposing to provide:

1. General and Auto Liability - Defense of the College and its employees or agents in cases brought under the New Mexico Tort Claims Act or similar laws. This includes cases alleging negligence in the operation and maintenance of motor vehicles, storm water drainage, grounds, buildings, etc.
2. Public Official Liability - Representation of the College and its officials, officers and employees in matters involving alleged violations of state and federal civil rights laws or other unlawful or improper actions or activities.
3. Security Liability - Defense of the College and its employees or agents in cases involving allegations of negligent or wrongful conduct involving security activities.
4. Personnel and Labor - Representation of the College and its employees in matters involving the hiring, discipline, termination or other actions taken as an employer, including wrongful termination, sexual harassment, equal employment opportunity, wage and hour, and similar issues. Also includes representation of the College management in collective bargaining or other labor/management issues.
5. Water Rights - Advice and representation regarding the acquisition and protection of the College's water rights.

6. Environmental Law - Advice and representation in regard to state and federal laws protecting the environment.
7. Land Use Law - Representation in cases involving land use issues-planning and platting, zoning, building codes, etc.
8. Workers Compensation - Representation of the College as employer in matters concerning workers compensation; defense of claims; advise College officials as to matters pertaining to its obligations under the New Mexico Workers Compensation statutes.
9. Employee Benefits - Advise the College as to federal and state law regarding employee health insurance and other benefits.
10. Bond Disclosure and Financial Counsel - Advise the College on New Mexico bond law including but not limited to: general obligation bonds, revenue bonds, utility bonds, special assessment and improvement districts; Federal and State Securities laws and regulations which relate to bonds, bond marketing and disclosure requirements; Federal and state tax laws which affect New Mexico colleges and their bonds and obligations including, but not limited to taxes such as income, gross receipts, and excise taxes which are pledged to secure payment of bonds and undertakings; Industrial Revenue Bonds, and other conduit financing; liens and finances, debt limitations and constitutional constraints upon educational spending and financing.
11. Real Estate Transactions. – Advise the College on New Mexico Real Estate Law issues including but not limited to: property leasing, purchasing, selling and renting.

C. Qualifications of Offerors

1. Offerors must be licensed pursuant to the requirements of any applicable statutes and must be in good standing and have a good reputation for reliability, honesty and integrity.
2. Offeror should provide excerpts from any standard publications, which refer to the qualifications or standing of the firm or practitioner such as a listing in Martindale Hubbell, the bond buyer red book, and similar journals, or publications.
3. The attorney(s) named in the proposal submitted by the Offeror shall remain responsible throughout the period of the resultant agreement. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the College President or designated representative.
4. Submit resumes of the principal lawyers or attorneys who will be providing the services

contemplated to the College together with identification of the particular specialty or area of expertise of each such individual or the role of each such individual.

5. Identify depth of staffing, ability of Offeror to respond quickly to requests for service.
6. Identify the familiarity of the Offeror with the College, its utilities, structure, financing, etc.
7. The successful Offeror should be prepared to commence work immediately upon award of contract.
8. Offeror's proposal shall address their skill, ability, expertise, and experience in the following areas:
 - a. Research capabilities; ability to draft legal opinions and give advice to the College on legal matters;
 - b. Dedication of blocks of time and continuous effort toward the cases and projects which may be assigned.
 - c. Experience and knowledge of rules of procedure, motion practice, discovery practice, trial preparation and trial, technique and practice.

D. Intent

It is the intent of the College to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work, and with consideration of the potential costs for services. The College will negotiate with the Offeror deemed most qualified by the College to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.

E. Information Provided by College

Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. The College takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Offerors rely on any oral statement.

Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the College's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining an RFP. Each person requesting an interpretation will be responsible for the delivery of such requests to the College's designated representative in writing as outlined in this RFP. The College will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

Section II. Proposal Process

A. Introduction

Until the final award by the San Juan College Board, the College reserves the right to reject any and/or all submittals, to waive technicalities, to readvertise, or to otherwise proceed when the best interest of the College will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

B. Schedule

It is the College's intent to adhere to the following schedule. However, the College reserves the right to modify this schedule.

Preliminary Schedule

<u>Activity</u>	<u>Date</u>
Issue RFP	August 22, 2011
Deadline to Submit Questions	September 2, 2011
Proposal Due Date	September 20, 2011
Recommendation to College Board	October 4, 2011
Notice of Award	October 5, 2011

C. Due Date

Proposal shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

Purchasing Department
San Juan College
4601 College Boulevard
Farmington, NM 87402

No later than 2:00 p.m. on September 20, 2011 (the "Due Date"). The Submittal Form (see page 2) must be completed, signed and incorporated into the proposal. Envelopes or boxes should be clearly marked "Proposal for Professional Legal Services- San Juan College." Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

D. Number of Copies

The Offeror shall submit six (6) complete copies and 1 complete original (total of 7) of the proposal. All expense associated with this submittal will be borne solely by the Offeror.

E. Inquiries

Questions and/or clarifications concerning this RFP will be accepted in writing through 4:00 p.m., September 2, 2011. Requests may be transmitted via facsimile. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, will be issued by 4:00 p.m., September 9, 2011. No Offeror may rely upon oral responses made by any College employee or any representative of the College. Questions and/or clarifications concerning this RFP shall be directed to:

Purchasing Department
Damian Vigil, Director of Purchasing
(505)-566-3084
Fax: (505)-566-3075
vigild@sanjuancollege.edu

The only approved contact shall be with the above referenced purchasing staff. Offerors making contact with any other College official, evaluation committee member, or College employee regarding this RFP may be disqualified.

Offerors shall have no claim against the College for failure to obtain information made available by the College which the Offeror could have remedied through the exercise of due diligence.

F. Proposals and Authorization to Negotiate

The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the College in connection with this RFP. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body or a power of attorney, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the College.

G. Period of Acceptance

All proposals must remain valid for a minimum period of sixty (60) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the College. The College reserves the right to request additional information from the Offeror at any time during the selection process. The College also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the College, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the College after sixty (60) days, Offerors may, at their discretion, withdraw their proposals or provide the College with written extensions of time.

H. Binding Offers

All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the College to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial sixty (60) day Period of Acceptance and, as such, the time period may be extended by the College.

I. Subcontracts and Other Contractual Arrangements

The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The College, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the College for all contractual obligations.

All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the College and the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the College.

J. Independence of the Offeror

The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the College, nor shall they be entitled to any rights, benefits, or privileges of College employees. It is understood that the relationship of the Offeror to the College, if a contract is successfully negotiated, will be that of an independent contractor.

K. Laws and Regulations

This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the San Juan College. The College also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the San Juan College.

L. Confidentiality

Proposals are subject to provisions of State law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the College Board. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The College will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words "proprietary" or "confidential". Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection

of the nonconfidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

M. Prohibited Contacts

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the College Board of Trustees or evaluation committee members, on any matter having to do in any respect with this RFP other than as outlined herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the College, result in disqualification and rejection of any proposal.

N. Bribery and Kickbacks

As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

O. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the College's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the College. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Purchasing Department
San Juan College
4601 College Boulevard
Farmington, NM 87402

P. Pricing

The subsequent contract is considered a FIRM FIXED-PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

Q. Payments

Payments shall be paid to Offeror within 30 days contingent upon the following:

- Application of payment discounts, if considered to be in the best interest of the College;
- From date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College;
- On the condition that the Offeror has accomplished the Services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Offeror.

R. Properly Documented Invoices for Payment

The following is the College's policy relating to invoice processing. In order to process your invoices in an efficient manner this policy must be implemented by the successful Offeror(s).

The annual blanket purchase order number **must** appear on your invoice. Under no circumstances should services be performed without first obtaining approval of a written proposal.

Payments will be made on **“original”** invoices only. The invoice shall reference an invoice number for payment tracking. The invoice number shall be different for each invoice submitted and shall be identified separately from the case number.

All invoices must be delivered to the following address:

San Juan College
4601 College Boulevard
Farmington, New Mexico 87402
Attention: Administrative Services

Invoices sent to an address other than the above address may delay payment.

Invoices for payment processing shall be received by the College's accounts payable no later than ninety (90) calendar days after the date the services have been rendered. Invoices received after this time has elapsed may be considered null and void.

Invoices shall breakdown the charges as follows: Fees; Expenses; Tax; Payments; and Balance Due.

The Offeror shall provide a separate detailed billing report, documenting the incremental charges for services provided, submitted with the invoice.

The separate detailed billing report's total charges shall match the total breakdown charges as invoiced.

S. Insurance Requirements

The Offeror shall procure and maintain Professional Liability Insurance at the Offeror's expense until final payment by the College for services covered by the Agreement. Minimum limits of coverage shall be the limits established by the New Mexico Tort Claims Act as presently enacted or later amended, or \$1,000,000.

Increased Limits - If, during the term of the agreement, the College requires the Offeror to increase the maximum limits of any required insurance beyond those specified above, an appropriate adjustment in compensation will be made.

T. Term of Agreement

The Offeror will be expected to enter into a written agreement (reference Exhibit A attached) with the College which shall provide, among other things, that there shall be no guarantee by the College as to the quantity of work which will be awarded by the contract, that the contract shall be for an original term of one (1) year and will be subject to renewal for three (3) additional one year terms based upon satisfactory performance and rendition of services, that the College shall be free to enter into other contracts with other Offerors for the same or similar services in its absolute discretion, that the contract is for personal services and may be terminated at any time subject to payments for services previously rendered, that payment under the contract is subject to provisions of the Bateman Act and to New Mexico constitutional debt limitation provisions.

U. References/Client List

The Offeror shall provide a list of five (5) references of clients such as educational, governmental entities, or persons with extensive experience in educational matters of whom inquiry may be made in order for the College to investigate the character and background of the Offeror, the quality of work done by the Offeror and from which the College may determine or substantiate the reputation of the Offeror. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. The College reserves the right to contact clients for reference checks.

Section III. Proposal Format Requirements

A. General Format for Proposals

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the College, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The College, at its sole discretion, may reject any proposal which is unclear in any way.

B. Organization of Materials

Proposals must be organized in the following manner:

Submittal Form and Cost Proposal

Cover Letter

Title Page

Table of Contents

1. Approach to the Scope of Work
2. Qualifications and Experience of Team Members

Professional Resumes

C. Proposal Requirements

The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the performance of the legal services with the College or to which the Offeror intends to assign material responsibilities under any such agreement.

D. Submittal Form and Cost Proposal

The submittal form is included as Page 2 and the cost proposal is included as Page 18 of this RFP. They must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

E. Cover Letter

The cover letter shall constitute a firm offer to the College and be utilized to introduce the Offerors. Cover letters should contain the following information:

- Designation of the business entity that will contract with the College;
- A brief identification of the roles of all Offeror team members;

- Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, telephone and facsimile numbers, and e-mail address;
- A clear statement indicating that the attached proposal constitutes a firm and binding offer by the Offeror to the College; and
- A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

F. Title Page

The cover letter should be followed by a title page on letterhead of the lead Offeror. It should contain the name and identification number of this RFP, and identify the name, title, company, mailing address, phone number (voice and facsimile) of all persons authorized to commit the Offeror to contractual arrangements with the College. This person will be considered by the College as the Offeror's contact point for all communication regarding this procurement.

G. Table of Contents

Proposals should contain a detailed table of contents listing major sections and subsections, which correspond to the requirements of the RFP. The table of contents should also list all tables, exhibits, figures, etc. contained in the proposal.

H. Content of Proposal

Approach to the Scope of Work which shall include:

- 1) Research capabilities; ability to draft legal opinions and give advice to the College on legal matters;
- 2) Dedication of block of time and continuous effort toward the cases and projects which may be assigned;
- 3) Experience and knowledge of rules of civil procedure, motion practice, discovery practice, trial preparation and trial, technique and practice.

Qualifications and Experience of Team Members:

- 1) Professional Resumes
 - a. Offerors are required to provide a professional resume for each key member of the proposed team organized in the following manner:
 - i. Professional Background
 - ii. Current and Past Relevant Employment

- iii. Education
- iv. Certifications
- v. Listing of Directly Relevant Projects
 - Project Description
 - Role of the Individual

Section IV. Evaluation Criteria

A. Criteria for Award

The College will receive proposals from firms having specific experience, resources and qualifications in the proposed scope of work. Proposals shall be evaluated separately in regard to each of the areas of law listed in Section I, Item B - Scope of Work.

Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the College to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all responses to this RFP. Oral presentations may be requested from the top three finalists. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

- | | |
|------------|--|
| 300 points | Experience and ability of the attorney(s) (individual) listed in the Offeror's proposal in the specified area(s) of law referenced in Section I, Item B – <u>Scope of Work</u> . |
| 250 points | Experience and ability of the attorney(s) (individual) listed in the Offeror's proposal in the areas referenced in Section I, Item C – <u>Qualifications of Offerors</u> . |
| 100 points | General experience, qualifications and resources of the Offeror (firm) in providing similar representation and services. |
| 50 points | Experience and familiarity of the Offeror with the San Juan College organization, ordinances, policies and practices. |
| 50 points | Quality and completeness of proposal. |
| 250 points | Hourly rate fee schedule to the College for representation and service. |

The Offeror with the lowest hourly rate for their principal attorney for each area of expertise will receive a total of 250 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times 250 \text{ Possible Points} = \text{Awarded Points}$$

1000 points total

EXHIBIT "A"
PROPOSAL

For Services as Outlined, I _____, representing the firm of _____ (Name of representative) will perform the necessary Professional Legal Services, according to the request for proposals enclosed, according to the fee schedule listed below.

Signed:

Company Name:

Date:

FEE SCHEDULE

Offeror shall present an hourly billing rate schedule for Professional Legal Service showing the names of attorneys who will represent the College in the designated area of expertise along with a breakdown of other expenses such as clerical support, long distance telephone calls, photocopies, express mail, facsimiles, etc.

<u>NAME OF ATTORNEY</u> <u>RATE</u>	<u>AREA OF EXPERTISE</u>	<u>HOURLY</u>
<i><u>EXAMPLE:</u></i>		
<i>John Smith - Principal</i>	<i>Personnel and Labor</i>	<i>\$150.00</i>
<i>Jane Doe</i>	<i>Personnel and Labor</i>	<i>\$140.00</i>
<i>Bill Jones - Principal</i>	<i>General & Auto Liability</i>	<i>\$150.00</i>
<i>David Brown</i>	<i>General & Auto Liability</i>	<i>\$130.00</i>

DESCRIPTION OF
OTHER EXPENSES

RATE OF COMPENSATION

Clerical Support
Photocopies
Facsimiles
Long Distance Telephone Calls
Express Mail
Electronic Media
Travel Expenses

(If there is not enough space on this page to complete your fee schedule please complete on a separate sheet of paper and attach to the back of this page.)

EXHIBIT "B"
DRAFT AGREEMENT
PROFESSIONAL LEGAL SERVICES
#11-22354

THIS AGREEMENT, made and entered into this ____ day of _____, ____, by and between San Juan College ("COLLEGE"), and _____ ("LAW FIRM") whose address is _____ the COLLEGE and LAW FIRM also being herein referred to collectively as the "Parties".

The College Board of Trustees of San Juan College approved the proposal of the LAW FIRM on _____ for providing professional legal services as described in this Agreement.

ARTICLE 1

BASIS OF COMPENSATION

For Services, as described in Paragraphs 2.1 through 19.1, compensation shall be computed as follows:

1.1 The COLLEGE agrees to pay to the LAW FIRM such amounts for legal services as the LAW FIRM may bill to the COLLEGE according to the fee schedule attached as Attachment A.

1.2 The COLLEGE further agrees to reimburse the LAW FIRM for actual disbursements advanced by it on behalf of the COLLEGE including, but not necessarily limited to, expenses for long distance phone calls, facsimiles, travel reimbursement, out-of-town lodging, photocopy, and express mail, including applicable taxes, etc.

ARTICLE 2
TERM OF AGREEMENT

2.1 This Agreement shall be effective as of the ____ day of _____, 2011 and shall continue until the ____ day of _____, 2011. This Agreement shall thereafter be automatically renewed from year to year for three (3) additional one year terms without the necessity of further action on the part of either party and it shall expire, unless previously terminated as specified in Article 4.

ARTICLE 3
**LAW FIRM'S SERVICES
AND RESPONSIBILITIES**

3.1 The LAW FIRM represents it is qualified by training and experience to render and perform the legal services contemplated by this Agreement.

3.1.1 The LAW FIRM shall, upon request of the COLLEGE which may be made during the terms of this Agreement or any renewal thereof, render the following legal services to the COLLEGE particularly in the areas of:

3.1.2 General and Auto Liability - Defense of the College and its employees or agents in cases brought under the New Mexico Tort Claims Act or similar laws. This includes cases alleging negligence in the operation and maintenance of motor vehicles, storm water drainage, grounds, buildings, etc.

3.1.3 Public Official Liability - Representation of the College and its officials, officers and employees in matters involving alleged violations of state and federal civil rights laws or other unlawful or improper actions or activities.

3.1.4 Security Liability - Defense of the College and its employees or agents in cases involving allegations of negligent or wrongful conduct involving security activities.

3.1.5 Personnel and Labor - Representation of the College and its employees in matters involving the hiring, discipline, termination or other actions taken as an employer, including wrongful termination, sexual harassment, equal employment opportunity, wage and hour, and similar issues. Also includes representation of the College management in collective bargaining or other labor/management issues.

3.1.6 Water Rights - Advice and representation regarding the acquisition and protection of the College's water rights.

3.1.7 Environmental Law - Advice and representation in regard to state and federal laws protecting the environment.

3.1.8 Land Use Law - Representation in cases involving land use issues-planning and platting, zoning, building codes, etc.

3.1.9 Workers Compensation - Representation of the College as employer in matters concerning workers compensation; defense of claims; advise College officials as to matters pertaining to its obligations under the New Mexico Workers Compensation statutes.

3.1.10 Employee Benefits - Advise the College as to federal and state law regarding employee health insurance and other benefits.

3.1.11 Bond Disclosure and Financial Counsel - Advise the College on New Mexico bond law including but not limited to: general obligation bonds, revenue bonds, utility bonds, special assessment and improvement districts; Federal and State Securities laws and regulations which relate to bonds, bond marketing and disclosure requirements; Federal and state tax laws which affect New Mexico colleges and their bonds and obligations including, but not limited to taxes such as income, gross receipts, and excise taxes which are pledged to secure payment of bonds and undertakings; Industrial Revenue Bonds, and other conduit financing; liens and finances, debt limitations and constitutional constraints upon educational spending and financing.

ARTICLE 4

RULES OF PROFESSIONAL CONDUCT

4.1 In the event of a situation which creates a conflict, or an appearance of a conflict of interest, the LAW FIRM shall notify the COLLEGE and may request a consideration for a waiver.

ARTICLE 5

TERMINATION OF SERVICES

5.1 It is expressly understood that this Agreement is an agreement for personal services and

that either party shall have the right at the election of such party, to terminate this Agreement at any time upon 30 days written notice by one party to the other.

In the event of termination of this Agreement by the COLLEGE, the COLLEGE shall pay, upon billing, all fees and expenses accrued to the LAW FIRM to the date of such termination less any lawful offset, if any, which may be owed by the LAW FIRM to the COLLEGE.

ARTICLE 6

CONSTITUTIONAL DEBT LIMITATIONS

6.1 This agreement is further subject to the Constitutional Debt Limitations imposed upon governmental entities by the Constitution of the State of New Mexico and particularly as imposed by the provisions of Article IX, Section 12 and Section 13 of the Constitution and the obligations imposed upon the COLLEGE by this Agreement shall never constitute a charge against the general credit or taxing power of the COLLEGE.

6.2 This agreement is further subject to the provisions of the Bateman Act and payments for service rendered hereunder shall be limited to budgeted items or special funds appropriated by the COLLEGE for the purposes of paying for services rendered under this Agreement.

ARTICLE 7

ADDITIONAL LEGAL COUNSEL

7.1 Nothing in this agreement shall be construed as limiting the right of the COLLEGE to employ or retain other legal counsel of its choosing to advise the COLLEGE upon any matter whether such matter be the subject of this agreement or otherwise. If the COLLEGE shall retain other counsel to advise the COLLEGE upon matters which may be the subject of this Agreement or if the COLLEGE should employ other counsel to assist the LAW FIRM the COLLEGE shall promptly notify the LAW FIRM of such fact.

ARTICLE 8

PAYMENT

8.1 Payments shall be paid to LAW FIRM within 30 days upon receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College and on the condition that the LAW FIRM has accomplished the Services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other

governmental fees and charges are the responsibility of the LAW FIRM.

ARTICLE 9

PROPERLY DOCUMENTED INVOICES FOR PAYMENT

9.1 The following is the COLLEGE's policy relating to invoice processing. In order to process your invoices in an efficient manner this policy must be implemented by the LAW FIRM.

9.1.1 The annual blanket purchase order number must appear on your invoice. Under no circumstances should services be performed without first obtaining this annual blanket purchase order number from the COLLEGE's purchasing staff.

9.1.2 Payments will be made on "original" invoices only. The invoice shall reference an invoice number for payment tracking. The invoice number shall be different for each invoice submitted and shall be identified separately from the case number.

9.1.3 All invoices must be delivered to the following address:

San Juan College
4601 College Boulevard
Farmington, New Mexico 87402
Attention: Accounts Payable

Invoices sent to an address other than the above address may delay payment.

9.1.4 Invoices for payment processing shall be received by the COLLEGE's accounts payable no later than ninety (90) calendar days after the date the services have been rendered. Invoices received after this time has elapsed may be considered null and void.

9.1.5 Invoices shall breakdown the charges as follows: Fees; Actual Expenses; Tax; Payments; and Balance Due.

9.2 Separate Detailed Billing Report

9.2.1 The LAW FIRM shall provide a separate detailed billing report documenting the incremental charges for services provided.

9.2.2 The separate detailed billing report's total charges shall match the total breakdown charges as invoiced.

9.2.3 The separate detailed billing report shall be sent separately from the accounts payable invoice and shall be addressed to the attention of the COLLEGE

Vice President for Business Services Office or the COLLEGE's designated representative for the case. The envelope containing the separate detailed billing report shall be marked "confidential".

ARTICLE 10

REPORTS AND RECORDS

10.1 LAW FIRM shall maintain full and complete financial records kept in accordance with approved and accepted accounting procedure which records shall be available for inspection by the COLLEGE at reasonable times and upon reasonable notice.

ARTICLE 11

VERBAL AGREEMENT OR CONVERSATION

11.1 No verbal agreement or conversation with any officer, agent, or employee of the COLLEGE, either before, during, or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the LAW FIRM to any additional payment whatsoever under the terms of this agreement.

ARTICLE 12

INDEPENDENT LAW FIRM

12.1 Neither the LAW FIRM nor the LAW FIRM's employees are considered to be employees of the COLLEGE for any purpose whatsoever. LAW FIRM is considered as an independent LAW FIRM at all times in the performance of the Services described in Article 3. LAW FIRM further agrees that neither LAW FIRM nor its employees are entitled to any benefits from the College under the provisions of the Workers' Compensation Act of the State of New Mexico.

ARTICLE 13

DISCRIMINATION PROHIBITED

13.1 In performing the required Services, LAW FIRM shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE 14

APPLICABLE LAW

14.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the COLLEGE.

ARTICLE 15

SUCCESSORS AND ASSIGNS

15.1 The COLLEGE and the LAW FIRM respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the COLLEGE nor the LAW FIRM shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 16

EXTENT OF AGREEMENT

16.1 This Agreement represents the entire and integrated agreement between the COLLEGE and LAW FIRM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both COLLEGE and LAW FIRM.

ARTICLE 17

PROFESSIONAL LIABILITY INSURANCE

17.1 The LAW FIRM shall procure and maintain Professional Liability Insurance at the LAW FIRM's expense until final payment by the COLLEGE for services covered by this agreement. Minimum limits of coverage shall be the greater of (1) minimum limits established by the New Mexico Tort Claims Act as presently enacted or later amended, or (2) \$1,000,000.00.

17.2 If, during the term of the agreement, the COLLEGE requires the LAW FIRM to increase the maximum limits of any required insurance beyond those specified above, an appropriate adjustment in compensation will be made.

ARTICLE 18

DESIGNATED REPRESENTATIVE

18.1 The COLLEGE designates the Vice President for Business Services or another person designated by him, as its representative in connection with this Agreement. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes, and for approving all records pertinent to this Agreement.

ARTICLE 19

NOTICE & REQUESTS

19.1 All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

LAW FIRM:

COLLEGE:

San Juan College
4601 College Boulevard
Farmington, New Mexico 87402
Attn: Director of Purchasing

or to such address as either party designates by written notice to the other.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Farmington, New Mexico effective the day and year first above written.

COLLEGE: SAN JUAN COLLEGE

By: _____
Mike Tacha, Interim President

(SEAL)

LAW FIRM: _____

By: _____

Title: _____

Telephone Number: _____

(SEAL)

State Taxation and Revenue Department
Taxpayer Identification Number

Federal Taxpayer Identification or
Social Security Number

Approved as to form:

Damian Vigil
Director of Purchasing

ATTACHMENT A
TO
PROFESSIONAL LEGAL SERVICES AGREEMENT
BILLING RATE

<u>NAME OF ATTORNEY</u>	<u>TRAVEL TIME</u> <u>AREA OF EXPERTISE</u>	<u>HOURLY RATE</u>
<u>HOURLY RATE</u>		

List of attorneys who will represent College.

OTHER EXPENSES

RATE OF COMPENSATION

SAN JUAN COLLEGE

OFFEROR'S ESTIMATE OF TAXES

The San Juan College issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive an NTTC please contact Accounts Payable at 505-566-3254. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

Offeror's certifies that Offeror has made a diligent effort to ascertain and identify all taxes which will be charged to the College against this Request for Proposal and that, in Offeror's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Proposal Schedule.

New Mexico Gross Receipts Tax	_____ %	\$
Other.....	_____ %	\$
Other.....	_____ %	\$