



Luna Community College

REQUEST FOR PROPOSALS

GENERAL LEGAL COUNSEL SERVICES

RFP# 2024-LCC008

NOTICE

This Request for Proposal (RFP) is being issued pursuant to The New Mexico Procurement code Sections 13-1-28 through 13-1-199 NMSA 1978, which imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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1. INTRODUCTION

Luna Community College invites attorneys (offerers) to submit proposals in accordance with the outlines and specifications contained in this Request for Proposals (RFP). This RFP contains specific request for information. In responding to this RFP, offerers are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and shall be governed by its provisions. The budget for this solicitation is \$60,000.

2. SEQUENCE OF EVENTS

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

Event	Tentative Date
Release of RFP	December 8, 2023
Deadline to Submit Proposals (No later than)	January 8, 2024 – 3:00 pm local
Evaluation of Proposals	January 8-12, 2024
Contract Award-Board Approval	February 13, 2024 – Board Meeting
Protest Period Deadline	January 19, 2024

The selection date is subject to extension at the discretion of the College. The effective date of the contract is tentative and depends on the selection date and the time required for contract negotiation and preparation.

The events identified in the schedule above are briefly described below.

A. Release of RFP

Notice of the RFP will be published at least once in the local paper and a copy of the RFP will be placed on LCC website. Prospective offerers may request copies from the purchasing officer or obtained from the LCC website at www.luna.edu/rfp. Any questions about this RFP can be directed to:

Luna Community College-Finance and Administration
Attention: Dr. Carol Linder, Vice President for Finance and Administration
366 Luna Drive
Las Vegas, NM 87701
Phone: (505)454-5393
clinder@luna.edu

B. Submission & Opening of Proposals

Five (5) originals of the proposal and supporting documentation shall be submitted to Luna Community College. Proposals should be in the format specified in item 5 below. Proposals must be signed and the authority of the individual signing must be stated on the proposal. The deadline for receipt of proposals is January 8, 2024, no later than 3:00 pm. local time. Proposals may be mailed to the address listed below or hand delivered to the Purchasing Department. Proposals will be time-stamped upon receipt. All proposals shall be submitted in sealed envelopes marked “RFP 2024-LCC008 General Legal Counsel Services for Luna Community College.”

All proposals must be addressed to:

Luna Community College-Vice President for Finance and Administration
Attention: Dr. Carol Linder, Vice President for Finance and Administration
366 Luna Drive
Las Vegas, NM 87701

A proposal may be modified by an offerer prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked "Modification to Proposal for General Legal Counsel Services for Luna Community College". A proposal may be withdrawn prior to the deadline for submission of proposal by delivering a properly executed written notice to Luna Community College's Purchasing Department at the address listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. No late proposal or late modification will be considered unless it would have been timely but for the action or inaction of the Luna Community College.

Proposals will be opened at the Luna Community College, Purchasing Dept., 366 Luna Drive, Las Vegas, New Mexico, on January 8, 2024 at 4:00 pm. local time. Proposals will not be opened publicly but will be available for public inspection after the award and negotiation of the contract by LCC President.

C. Evaluation of Proposals

Proposals will be evaluated by Luna Community College using the criteria listed in section 7 below. During the evaluation process, the College may seek clarification from offerers.

D. Contract Approval

The contract may be reviewed and approved as to form, legal sufficiency and budget requirements by the Chief Finance Officer. A contract will not be effective until it is approved by the Board of Trustees. Upon completion of a contract from successful offerer(s), a purchase order(s) will be initiated.

E. Selection of Offerers

Luna Community College may interview any law firm or attorney that submits an acceptable or potentially acceptable proposal. However, contracts may be awarded without such interview.

3. AMENDMENTS TO RFP

If there are any amendments to the RFP, they shall be in writing from Luna Community College Purchasing Department and shall be posted on www.luna.edu/rfp. Amendments shall be distributed with sufficient time to allow offerors to consider the amendments in preparing their proposals. If necessary, the deadline for submission of proposals shall be extended by the amendment.

4. CANCELLATION OF RFP AND REJECTION OF PROPOSALS

Luna Community College reserves the right to cancel this RFP at any time and for any reason. Luna Community College reserves the right at its sole discretion to reject any and all proposals in whole or in part. Luna Community College shall not be responsible for the payment of any costs incurred by the offeror in the preparation or submission of a proposal.

The issuance of the RFP, the receipt of proposals or the selection of a firm or individual in no manner obligates Luna Community College to the eventual purchase of services. This process is solely at the discretion of Luna Community College and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. PROPOSAL FORMAT

Proposals must at a minimum contain the following information:

- A. The name, address and phone number of the law firm or attorney.
- B. The names of all attorneys who are associated with the firm or attorney and the nature of their association (partner, associate, of counsel, etc.).
- C. An updated resume or profile of the law firm or attorney.
- D. A description of the law firm's or attorney's professional liability insurance policy. Luna Community College requires insurance in an amount of not less than \$1,000,000 per occurrence. Such insurance shall have no greater than a \$100,000 deductible and shall cover every person who will be involved in performing the contract.
- E. A completed Campaign Contribution Disclosure Form (Appendix B) and enclose with proposal.
- F. A completed Conflict of Interest/Debarment form (Appendix C).
- G. A list of the attorneys the law firm or attorney intends to assign to the performance of the contract. For each such attorney, provide the following information:
 1. Name;
 2. Specific areas of legal expertise;
 3. Hourly rate; if applicable, the hourly rate for travel time for out of service area meetings.
 4. Date licensed in New Mexico;
 5. A summary of the attorney's educational background, special training, and awards;
- H. Cost of Services; Proposed annual fixed fee amount.
- I. Discuss prior experience and qualifications related to accomplishing the scope of work contained in Item 6 below. This portion of the proposal should demonstrate the extent to which the offeror is qualified to perform the scope of work outlined in the RFP.
- J. Attorneys either must have been licensed to practice for at least three years or must be associated with attorneys who have been licensed for three years and agree to supervise those who have not

been licensed for three years. Provide resumes or other background information for each of the individuals.

K. The selection of firm(s) and or individuals(s) will be made by the President and recommended to the Board of Trustees. The firm(s) or individual(s) selected to perform the work, and those not selected, will be notified in writing by the Luna Community College's Purchasing Office.

6. SCOPE OF WORK

Luna Community College seeks attorneys to provide, in a timely manner, AS NEEDED; legal counsel, advice and competent legal services to Luna Community College, its Board of Trustees, President, Officers and employees, through: representation in the courts of law, administrative agencies and otherwise as is necessary and proper consistent with Rules and Professional conduct, Case Law and all other applicable rules and regulations. The offerer will be expected to provide any of the following limited and general counsel 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;
- C. Business law, including but not limited to drafting and interpretation of contracts, construction documents, review, preparation and approval of commercial instruments for public transactions;
- D. Real Estate, capable of handling all aspects of real estate transactions for a public entity;
- E. Interpretation of state and federal laws and regulations relating to Luna Community College's operations;
- F. Labor and employment law, including civil rights;
- G. Special education laws, regulations, and procedures;
- H. Bond matters, if necessary
- I. Board of Trustees public meeting law, attendance at each regular monthly meeting.

**Note: Proposal is inclusive of any and all cost associated with providing requested services with the exception of mileage and per-diem costs for travel outside the LCC service area in accordance with the LCC Travel policy. The LCC service area consists of the following counties; San Miguel, Mora, Colfax, Union and Guadalupe.*

7. EVALUATION & AWARD

The responsible offeror(s) whose proposal(s) are most advantageous to the Luna Community College shall be selected to perform the services. Consideration will be given to the following:

- a. Ability to most effectively provide services described in the "Scope of Work" listed above in a cost-effective and high quality, professional manner.
- b. Cost of services

COST IS A CONSIDERATION, BUT THE INCLUSION OF COST DOES NOT REQUIRE THE COLLEGE TO SELECT THE LOWEST COST PROPOSAL.

Note: this is multi-year contract award which is most advantageous to the college. It is also a multi-year contract not to exceed 4 years.

8. CONTRACT TERMS AND CONDITIONS

The contract between the College and the successful offeror(s) shall contain substantially the following terms and conditions.

- A. Scope of Work – This portion of the contract will incorporate the scope of work in Section 6 above and the description of services from the offerors proposal.
- B. Compensation – Proposals should not include gross receipts tax. Gross receipts should be added separately to each final invoice.
- C. Term – The term of the contract shall be from the date of the initial Purchase Order following approval by Board of Trustees for a period not to exceed four (4) years.
- D. Termination – The contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.
- E. Status of Contractor – The Contractor and his agents and employees are independent Contractors performing professional services for Luna Community College and are not employees of Luna Community College. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of College vehicles, or any other benefits afforded to employees of Luna Community College.
- F. Assignment – The Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of Luna Community College.
- G. Subcontracting – The Contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of Luna Community College.
- H. Billing – All statements for cost incurred by the Contractor and for services rendered shall be submitted on a monthly basis and shall be reviewed and approved by the Office of the President prior to payment.
- I. 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.
- J. Conflict of Interest – The contractor shall warrant that he has no conflict of 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 Section 10-16-12, NMSA 1978, which require disclosure of the Office of Secretary of State of amounts received under state contracts when and if such provisions become applicable.
- K. Amendment – The contract shall not be altered or amended except by an instrument in writing executed by the parties.
- L. Merger – The contract shall incorporate all of the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.
- M. Applicable Law – The contract shall be governed by the laws of the State of New Mexico.
- N. 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 or 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.
- O. Malpractice Insurance – Contractor agrees to maintain legal malpractice insurance providing coverage in an amount no less than \$1,000,000 per occurrence.

P. Must comply with all government laws including Megan's Law.

9. PROTEST

Any bidder, offeror or Contractor who is aggrieved in connection with a procurement may protest to the Purchasing Department of Luna Community College. The protest shall be submitted in writing 15 calendar days after the fact or occurrence giving rise thereto.

ACCEPTANCE OF CONDITIONS

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Mailing Address of Firm

City, State and Zip Code

Telephone Number

Fax Number

Signature of Owner, Partner, Officer or Authorized Agent

Date

APPENDIX A

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

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

Signature Date

Title (Position)

APPENDIX B

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

Conflict of Interest

No employee or Trustee of Luna Community College has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Trustee’s interest is less than one percent of the Contractor).

Contractor neither employs nor is negotiating to employ any LCC employee or member of the LCC Board of Trustees.

Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify legislator: _____.

List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a LCC employee within the preceding 12-month period.

Debarment/Suspension Status

1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.
2. The Contractor agrees to provide immediate notice to Luna Community College Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____