

HOBBS MUNICIPAL SCHOOLS**P.O. Box 1030****Hobbs, New Mexico 88241****REQUEST FOR PROPOSAL****SUBJECT: General Legal Counseling Services****RFP NUMBER: 2627-11****COMMODITY CODE: #96149****RFP ISSUED: June 25, 2026****OPENING DATE: July 13, 2026 – 9:00 a.m.****PLACE OF OPENING:** Hobbs Municipal Schools
Administration Office
1515 E. Sanger – P.O. Box 1030
Hobbs, New Mexico 88241**BIDDER INFORMATION:**

We agree to provide the items as listed for the bid prices indicated on the attached Proposal Form.

We agree to adhere to the General Conditions and Specifications of this Request for Proposal. (RFP)

COMPANY _____ SIGNATURE_____

ADDRESS _____ NAME (PRINT)_____

TITLE_____

TELEPHONE_____ DATE_____

E-Mail Address_____

RFP GENERAL CONDITIONS

1. The Hobbs Board of Education reserves the right to accept or reject any or all proposals and to waive all technicalities.
2. No proposals will be accepted which do not quote firm prices. Prices quoted as of the delivery date will not be accepted. If a discrepancy arises between the unit and extended total prices, the unit price shall govern.
3. Proposer may quote on any or all the items on the Proposal Form. For a proposal to be accepted on the “all or none” basis, each item proposal must have a unit price listed.
4. The Hobbs Municipal Schools may select any or all items from any proposal.
5. Award of proposal will be based upon the following criteria:
 - A. Hobbs Municipal Schools reserves the right 1) to award proposal received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all proposals or any part thereof; 3) to waive any informality in the proposals; and 4) to accept the proposal that is in the best interest of Hobbs Municipal Schools. Proposal award will be taken into consideration based on evaluation factors as outlined in Section IV, availability of funds and any other relevant factors. It is the responsibility of the proposer to inquire as to the status and/or subsequent award of proposals.
 - B. New Mexico Resident Bidder Preference – In accordance with Section 13-1-21, NMSA, 1978, proposers who have a Resident Bidder Certificate from the State of New Mexico will be given a 5% preference over proposers who do not have a certificate as it pertains to the cost component of the evaluation. To qualify for this preference, the proposer’s Resident Bidder Certificate number **must** be provided in the space indicated **and the vendor must be bidding from a New Mexico address.**
 - C. Veteran Business – A Veteran Business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of seven percent (7%), eight percent (8%), or ten percent (10%) of the total possible points assigned to the technical proposal. The percent awarded shall be determined by the Veteran Business Preference Certificate issued by the NM Taxation and Revenue Department to the qualified Offeror(s).
 - D. Delivery – The Hobbs Municipal Schools desires delivery of services as quickly as possible when requested. If a large discrepancy in delivery dates occurs between proposers, the award may be based upon earliest delivery if the difference in proposals is not excessive.
6. Brands are specified as a guide to quality. Proposals on equal items will be considered except on those items where a brand “only” is specified. The Hobbs Municipal Schools will make the final determination on whether a brand is equal.

RFP General Conditions

7. Submit descriptive information if the item quoted is different from the brand specified. If detailed specifications for an alternate brand are not received from at least one proposer, that alternate will not be considered. Samples may be requested for testing evaluation.
8. Pursuant to Section 13-1-191, NMSA, 1978, no bonus or premiums will be accepted or considered in awarding proposals or as a result of the purchase of any items.
9. For a proposal to be considered, it must bear the signature of the proposer. Proposals must be typed or handwritten in pen and sealed.
10. Pursuant to Section 13-1-102, NMSA, 1978, facsimile proposals will not be accepted or considered in awarding a proposal.
11. It is the proposers' responsibility to deliver the proposal at the proper time to the place designated for the proposal opening. Late proposals will be considered only if it is the only proposal received or if the untimely arrival of a proposal is due to an error on the part of an employee of the Hobbs Schools.
12. Proposals will be accepted at the Hobbs Schools Administration Office until **July 13, 2026 at 9:00 a.m. (MT).**
13. To expedite the identification of proposal submissions and maintain proposal security, the sealed envelope shall be clearly labeled on the outside with the RFP number and "Attn: Jessica Carrasco."
14. This proposal will be submitted to the Hobbs Board of Education on **Tuesday, July 21, 2026.**

BID SPECIFICATIONS

I. INTRODUCTION

- A. The Hobbs Municipal School District (District) is requesting proposals from attorneys interested in providing legal services as described herein. District reserves the right to select multiple respondents based on areas of expertise and cost summary.
- B. Proposal responses must be received by the Opening Due Date/Time in the Business Department, 1515 East Sanger, Hobbs, NM 88240. Mailing Address: P.O. Box 1030, Hobbs, NM 88241.
- C. Any inquiries regarding this solicitation may be obtained by contacting:
 1. Jessica Carrasco, CPO
Phone (575) 433-0100 #3050
E-mail: carrascoj@hobbsschools.net
 2. Jay Lashaway, Director of Finance
Phone: (575) 433-0100 #3042
E-mail: lashawayj@hobbsschools.net
- D. All prospective respondents are responsible for complying with the criminal laws prohibiting bribes, gratuities, and kickbacks.
- E. By responding to this request, the respondent warrants that it has no interest and will acquire no interest which would directly or indirectly conflict in any manner or degree with the performance of the proposed service.
- F. The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. Respondents are required to complete and return within its proposal a CAMPAIN CONTRIBUTION FORM enclosed within this RFP. (Attachment B)

II. SCOPE

- A. The District delivers public education within the Hobbs, NM, community. General information about the District may be obtained at the District's web site www.hobbsschools.net
- B. The operations of the District are governed by a five-member Board of Education. The Board of Education requires and seeks General Legal Counseling Services from attorney(s) capable of performing services not limited to the following:
 1. Provide legal advice, opinions, and memoranda as requested by the Board of Education, or designee(s), in areas relating to:
 - a) School Law
 - b) Special Education Law
 - c) Contract Law
 - d) Employment Contracts
 - e) Real Estate Transactions

Bid Specifications

Cont. II. Scope

2. Seek approval and provide NMPED approved Board of Education trainings when requested.
 3. Provide staff training for topics and subjects as decided upon by Superintendent. Cost structure to be included in proposal.
 4. Attendance at Board of Education and other meetings relevant to the District's operations, when necessary
 5. Drafting and reviewing service contracts.
 6. Drafting rules and regulations for the District.
 7. Interpreting state and federal laws and regulations.
 8. Representing the District in court proceedings;
 9. Providing other services of a general legal nature.
- C. The resulting contract between the District and the successful respondent(s) shall contain substantially the terms and conditions delineated in Attachment A. Any deviation to the terms and conditions shall be subject to negotiation and mutual agreement.

III. REQUIRED PROPOSAL SUBMITTALS

Responses will consist of one (1) copy in paper media **and** five (5) in electronic format (CD or USB Flash Drive) of the following information and in the sequence presented;

1. Biographical information of the respondent including but not limited to:
 - a. An executive summary describing the desire, intentions, and expectations of the respondent in providing services to the District.
 - b. If available, a copy of the respondent's listing and rating by Martindale-Hubbell;
 - c. A review of the respondent's areas of practice that indicates the extent of experience and level of service capabilities;
 - d. A list of attorneys intended to be assigned to the District that includes, but not limited to, the following information:
 - 1) Attorney's name; area of law; hourly rate; NM license date.
 - 2) Bar memberships and professional affiliations;
 - 3) Law school education, special training, and awards;
 - 4) Representative clients;
 - 5) Publications (if any);
 - 6) Summary of public-school litigation experience for each area of law listed in II.B.1 above. Non-informative extensive lists of cases are discouraged.

Cont. REQUIRED PROPOSAL SUBMITTALS

2. In a separate, sealed envelope, a cost summary describing the fees and all other costs to be incurred by the District in obtaining services from the respondent.

Bid Specifications**IV. EVALUATION FACTORS**

- A. Only responses that include the required submittals as specified in Section III above will be evaluated for award purposes.

Incomplete responses will be determined as “non-responsive” and will not be acceptable for award consideration.

- B. All responsive proposals received shall be evaluated based on the following weighted factors:

<u>FACTOR</u>	<u>WEIGHT</u>
1. Respondent’s qualifications and capabilities	30 pts. (5pts per area)
a. School Law	
b. Special Education Law	
c. Contract Law	
d. Employment Contracts	
e. Real Estate Transactions	
f. Ability to provide trainings as described in scope	
2. Respondent’s experience with public school and legislative proceedings and litigation	50 pts. (10pts per area)
a. School Law	
b. Special Education Law	
c. Contract Law	
d. Employment Contracts	
e. Real Estate Transactions	
3. Cost	<u>20 pts.</u>
TOTAL	100 pts.

Bid Specifications

V. AWARD

Evaluations will be conducted by a review committee considering the evaluation factors listed in Section IV above. The committee will rank the responses according to their relative merits.

Respondents submitting responsive proposals may be offered an opportunity for negotiation prior to award for the purpose of obtaining the respondent's best and final offer.

1. The contents of the respondent's proposal and negotiated terms shall not be disclosed such as to be available to competing respondent's until after award.
 - a. Any substantial revisions to the respondent's proposal shall be in writing.
 - b. Respondents may request within their responses a non-disclosure of confidential information.
 - c. Such information will be readily separable within the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
2. Reward shall be based upon the highest ranked proposal considering the evaluation factors herein and subsequent negotiation. HMS Reserves the right to multi award this RFP based on the evaluation factors and cost amount.
3. The resulting contract shall commence on or about **October 1, 2026, and terminate on September 30, 2027.** The contract may be renewed for up to three (3) additional one-year terms, upon mutual written agreement of both parties, with the final renewal term expiring no later than **September 30, 2030.**

ATTACHMENT A

HOBBS MUNICIPAL SCHOOLS DISTRICT NO. 33
AGREEMENT FOR GENERAL COUNSEL SERVICES
RFP NO. 2627-11

THIS AGREEMENT, made and entered into this _____, day of _____, 2026, by and between Hobbs Municipal Schools District Board of Education or designee(s), hereinafter referred to as Board of Education, and _____, hereinafter referred to as Attorney.

WITNESSETH:

That the Board of Education under action taken on the _____, day of _____, 2026, hereby contracts with Attorney in the matters hereinafter set forth:

1. It shall be the duty of the Attorney to act as General Counsel for and on behalf of the School Board and to appear as such before any and all Federal and State Courts, tribunals, departments, agencies, and committees of the U.S. Congress, State legislatures, and local governmental units.
2. The Attorney, in the performance of the duties required under this Contract, shall be subject to the supervision and direction of the Board of Education or designee.
3. The Attorney shall render to the Board of Education written report(s) of the services rendered as mutually agreed and at such times as may be requested by the Board of Education.
4. The Attorney, subject to the approval of the Board of Education, may employ for work hereunder such other attorney(s) as he may select provided that the Board of Education is not to owe any additional compensation by reason of such employment. All compensation of such employed counsel is to be paid by the Attorney out of compensation herein delineated in Paragraph 6.
5. Except in emergency situations, advanced written approval via a purchase order authorized by the Board of Education shall be obtained by the Attorney prior to rendering services.
6. In consideration of the services to be rendered, the Attorney shall be compensated as delineated in the Attorney's proposal submitted in response to the Board of Education's Request for Proposal No. 1819-03, and herein included as *SUPPLEMENT A*. Such compensation may be adjusted periodically pending mutual agreement by the parties.
 - a. Compensation shall be payable as invoiced by the Attorney, plus all necessary and reasonable expenses, including travel expenses, long distance calls and printing of documents, photocopies, and such like expenses, but not including office expenses such

Attachment A

as rent, light, heat, and secretarial or clerical services. Attorney invoices shall be subject to approval by the Board of Education prior to payment.

- b. It is mutually understood and agreed that payment of compensation and expenses under the terms of the Contract shall be contingent upon availability of funds in the District.
- 7. No assignment of the obligations in this Contract, in whole or in part, shall be made without written consent by the Board of Education nor, shall any assignment or encumbrance be made of any interest of the Attorney in the compensation to be paid under this Contract, without such consent.

If such an assignment of the obligations of this Contract, or assignment or encumbrance of any interest in the compensation to be paid, is made in violation of the provisions of this paragraph, the Contract may be terminated at the option of the Board of Education and no attorney having any interest in the Contract or in the fee provided herein shall be entitled to any compensation whatever for any services rendered or expense incurred subsequent to the date of termination.
- 8. The death of the Attorney shall terminate this Contract unless there is left surviving one attorney or more who is a party to this Contract or who holds an interest therein under an assignment duly approved by the Board of Education in which event such surviving attorney shall serve as the Attorney under this Contract until it expires or is terminated in accordance with the provisions herein.
- 9. This Contract may be terminated by either party by giving 30 days written notice to the other party and if the Contract shall be so terminated, the Attorney shall receive such compensation as the Board of Education may determine equitable to be due to date of termination.
- 10. Attorney stipulates that he is a fully licensed member in good standing of the Bar in the State of New Mexico and to the best of his knowledge no disciplinary proceedings have been instituted against him by any Bar Association or any jurisdiction of the United States or its territories which are pending and/or unresolved and he has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.
- 11. This Contract shall become effective upon approval by the Board of Education and shall remain in force through **September 30, 2027**. Subject to mutual written agreement between the parties, the Contract may be renewed annually for up to three (3) additional one-year terms, for a total contract term not to exceed four (4) years.

In WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first above written.

By: _____
Hobbs Municipal Schools District

By: _____
Attorney

ATTACHMENT B

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 (2) 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: _____ Contribution Made By: _____

Relation to Prospective Contractor: _____ Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____ Name of Applicable Public Official: _____

Date Contribution Made: _____ Date Contribution Made: _____

Amount of Contribution: _____ Amount of Contribution: _____

Nature of Contribution: _____ Nature of Contribution: _____

Purpose of Contribution: _____ Purpose of Contribution: _____

(Attach extra pages if necessary)

Signature

Date

Title

-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