



## **Mora Independent School District**

### **REQUEST FOR PROPOSALS**

#### **LEGAL COUNSEL SERVICES – HERMITS PEAK CALF CANYON FIRE**

**RFP # 2023-MISD003**

#### **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

Mora Independent School District invites attorneys (offerors) 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, offerors 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 provision.

## 2. SEQUENCE OF EVENTS

Event	Tentative Date
Release of RFP . . . . .	August 1, 2023
Deadline to Submit Proposals (No later than) . . . .	August 31, 2023 3:00pm local
Evaluation of Proposals . . . . .	September 4-13, 2023
Interviews (as applicable) . . . . .	September 19, 2023
Contract Award-Board Approval. . . . .	Next available Board Meeting/Worksession

The selection date is subject to extension at the discretion of the District. 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. Prospective offerors may request copies and direct questions about this RFP from:

Mora Independent School District  
Attention: Miguel Martinez, CFO/Business Manager  
PO Box 179  
Mora, NM 87732  
Phone: 575-387-3100  
mmartinez@mora.k12.nm.us

### B. Submission & Opening of Proposals

Five (5) originals of the proposal and supporting documentation shall be submitted to Mora Independent School District. Proposals must 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 August 31, 2023 no later than 3:00 p.m. local time. Proposals may be mailed to the address listed below or hand delivered to the Office of the Superintendent. Proposals will be time-stamped upon receipt. All proposals shall be submitted in sealed envelopes marked "RFP 2023-MISD002 Legal Counsel Services-Hermits Peak Calf Canyon Fire for Mora Independent School District."

All proposals must be addressed to:

Mora Independent School District  
Attention: Norma Cavazos, Superintendent  
PO Box 179  
10 Ranger Road  
Mora, NM 87732

A proposal may be modified by an offeror 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 Legal Counsel Services- Hermits Peak Calf Canyon Fire for Mora Independent School District."

A proposal may be withdrawn prior to the deadline for submission of proposal by delivering a properly executed written notice to Mora Independent School District's Office of the Superintendent 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 Mora Independent School District.

Proposals will be opened at the Mora Independent School District, Board Room., 10 Ranger Road, Mora, New Mexico, New Mexico, on August 31, 2023 at 3:00pm local time. Proposals will not be opened publicly but will be available for public inspection after the award and negotiation of the contract by MISD Superintendent or his designee.

### **C. Evaluation of Proposals**

Proposals will be evaluated by Mora Independent School District Selection Committee using the criteria listed in section 7 below. During the evaluation process, the Selection Committee may seek clarification from offerors.

### **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 Education. Upon completion of a contract from successful offeror(s), a purchase order(s) and possibly blanket purchase orders will be initiated if and when services are needed.

## **3. AMENDMENTS TO RFP**

If there are any amendments to the RFP, they shall be in writing from MISD Office of the Superintendent and shall be mailed to all firms and individuals who received the 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**

Mora Independent School District reserves the right to cancel this RFP at any time and for any reason. Mora Independent School District reserves the right to its sole discretion to reject any and all proposals in whole or in part. Mora Independent School District 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 Mora Independent School District to the eventual purchase of services. This process is solely at the discretion of Mora Independent School District 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, shareholder, associate, of counsel, etc.).
- C. An updated resume or profile of the law firm or attorney.
- D. A statement that the law firm or attorney agrees to bill Mora Independent School District for attorney services in at the rates established by the contract with the Mora Independent School District. Proposals shall include the proposed contingency fee, subject to negotiation during the procurement process, for the law firm's or attorneys' services in the following format:

Contingency fee – billing MISD for attorney services and related services based upon a percentage rate of the damages and other costs recovered by the law firm or attorney on behalf of MISD, with a listing of the contingent fee percentage rate(s). Contractor is encouraged to absorb through its contingency fee all costs of litigation and shall make such statement in its bid if it intends to do so. If, in addition to its contingency fee, Contractor intends to charge any costs to MISD, then Contractor shall list in its bid all anticipated costs by category and estimated amount and any other costs and fees to be charged to MISD in instances of: a) pre-trial settlement, b) trial award, or c) if recovered after appeal(s) by MISD or any party in the litigation.

- E. A description of the law firm's or attorney's professional liability insurance policy. Mora Independent School District 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.
- F. Complete the attached Campaign Contribution Disclosure Form (Appendix B) and enclose with proposal.
- G. Complete the attached Conflict of Interest/Debarment form (Appendix C)
- H. Selection of Offerors  
Mora Independent School District may interview any law firm or attorney that submits an acceptable or potentially acceptable proposal. However, contracts may be awarded without such interviews.
- I. A list of the attorneys that the law firm or attorney intends to assign to the performance of the contract. For each such attorney, provide the following information:
  - 1. Name;
  - 2. Specific areas of legal expertise;
  - 3. Date licensed in New Mexico;
  - 4. A summary of the attorney's educational background, special training, and awards;
  - 5. \*A summary of the attorney's general litigation experience; including experience, if any, relating to recovery of damages due to wildfire;
  - 6. \*For each area of law listed in section I (#2), a summary of the attorney's experience in each area of legal expertise.

*\*Please note that Mora Independent School District wants specific summaries in response to Subsections 5(I) (5) through 5(I) (6). Please do not respond to these subsections by providing extensive or uninformative lists of cases.*

- J. 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.
- K. Attorneys either must have been licensed to practice law in New Mexico for at least three years or must be associated with attorneys who have been licensed to practice law in New Mexico for three years and agree to supervise those who have not been licensed for three years in New Mexico. Provide resumes or other background information for each of the attorneys and individuals providing legal services under the contract (paralegals, in-house investigators, etc.).
- L. The selection of firm(s) and or individual(s) will be made by the Selection Committee and recommended to the Board of Education. The firm(s) or individual(s) selected to perform the work, and those not selected, will be notified in writing by the MISD's Business Office.

## **6. SCOPE OF WORK**

Mora Independent School District seeks attorneys to perform counsel services on behalf of Mora Independent School District relating to seeking the recovery of damages from the Hermits Peak Calf Canyon Wildfire. The offeror will be expected to provide any of the following limited counsel services, including, but not limited to, the following areas:

- A. Civil litigation relating to the Hermits Peak Calf Canyon Wildfire
- B. Recovery of damages and costs through litigation and/or negotiations
- C. Identification and filing of Wildfire Claims and/or conducting litigation on behalf of MISD

## **7. EVALUATION (Rating Criteria) & AWARD**

The responsible offeror(s) whose proposal(s) are most advantageous to the District shall be selected to perform the services. The weight to be given to the evaluation factors is set forth below. **COST IS A FACTOR, BUT THE INCLUSION OF COST AS A FACTOR DOES NOT REQUIRE THE DISTRICT TO SELECT THE LOWEST COST PROPOSAL.**

- a. Ability to most effectively provide services described in the "Scope of Work" listed above in a cost-effective and high-quality, professional manner.  
Rating criteria percentage – 75%
- b. Contingency fee  
Rating criteria percentage – 20%
- c. Costs charged to MISD  
Rating criteria percentage – 5%

***NOTE: This is a multi-contract award to the highest ranked successful offeror(s). It is also a multi-year contract renewable annually not to exceed 4 years or until the litigation is fully and finally settled.***

## **8. CONTRACT TERMS AND CONDITIONS**

The contract between the District 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 approval by Board of Education for a period of one (1) year renewable annually not to exceed four (4) years or the litigation is fully settled. Pursuant to the availability of funding.
- 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 of for failure to perform prior to the date of termination.
- E. Status of Contractor – The contractor and its agents and employees are independent contractors performing professional services for Mora Independent School District and are not employees of Mora Independent School District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Mora Independent School District.
- 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 Mora Independent School District.
- G. Subcontracting – The Contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of Mora Independent School District.
- H. Records and Audit – The Contractor shall maintain detailed time records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by Mora Independent School District. Mora Independent School District, RFP, and State Auditor shall have the right to audit billings both before and after payment. Payment under the contract shall not foreclose the right of the Mora Independent School District to recover excessive and/or illegal payments.
- I. Billing – All statements for costs charged to MISD, if any, incurred by the contractor shall be submitted on a monthly basis. Any final bill for payment of contingency fees shall contain a calculation of the contingency fee, gross receipts taxes, and any other deductions from the final settlement amount or final award of damages and fees.
- J. Product of Service: Copyright – Nothing produced, in whole or in part, by the Contactor under the contract shall be the subject of an application for copyright by or on behalf of the Contractor.
- K. Conflict of Interest -- The Contractor shall warrant that he has no 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 to the Office of Secretary of State of amounts received under state contracts when and if such provisions become applicable.
- L. Amendment – The contract shall not be altered or amended except by an instrument in writing executed by the parties.
- M. 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 of their agents shall be valid or enforceable unless embodied in the contract.
- N. Applicable Law – The contract shall be governed by the laws of the State of New Mexico.

- O. 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.
- P. Malpractice Insurance – Contractor agrees to maintain legal malpractice insurance providing coverage in an amount no less than \$1,000,000 per occurrence.
- Q. 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 Business Office of Mora Independent School District. The protest shall be submitted in writing 15 calendar days after the fact or occurrence giving rise thereto.



**MORA INDEPENDENT SCHOOL DISTRICT  
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 Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 sign 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.

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 of 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.**

**“Contract”** means any agreement subject to the competitive sealed proposal process set forth in the Procurement Code or it does not require a competitive sealed proposal because it qualifies for sole source or small purchase contract

**“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:

Contributions 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): \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
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 Mora Independent School District 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 MISD employee or member of the MISD 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 MISD 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 Mora Independent School District Business Office 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.

Firm: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## APPENDIX C

### SAMPLE PROFESSIONAL SERVICES CONTRACT

#### 1. Parties Identified

Mora Independent School District (MISD) and \_\_\_\_\_ (Contractor) enter into this contract for the purpose of providing **General Legal Services** for MISD. In performing the services provided herein, it is understood that the Contractor is acting as an independent contractor for MISD and not as an employee of MISD, and as such shall be fully responsible for performance of the duties required by this contract, subject only to the scheduling of the times and place of performance by MISD.

#### 2. Duties of Contractor – Scope of Work

##### 2.1 Contractor shall provide services as follows:

Perform legal counsel services on behalf of Mora Independent School District relating to seeking the recovery of damages from the Hermits Peak Calf Canyon Wildfire. The Contractor will provide any of the following limited counsel services, including, but not limited to, the following areas:

- A. Civil litigation relating to the Hermits Peak Calf Canyon Wildfire
- B. Recovery of damages and costs through litigation and/or negotiations
- C. Identification and filing of Wildfire Claims and/or conducting litigation on behalf of MISD

##### 2.2 Contractor shall keep Mora Independent School District informed as to his/her schedule and status of services provided.

##### 2.3 Contractor agrees to comply with all applicable federal and state rules and regulations governing his/her profession and that of any of his/her employees, in the State of New Mexico

##### 2.4 Contractor shall account for all time billed under this contract for submission in accordance with paragraph 5.1 below.

##### 2.5 Contractor will insure that his/her status as an independent contractor is fully disclosed to each client (as applicable) of Mora Independent School District before any services are performed.

##### 2.6 Contractor agrees to indemnify and hold Mora Independent School District harmless from any and all cost and expense including reasonable attorney's fees, incurred by Mora Independent School District as a result of any claim made by third parties as a result of the performance by Contractor of services required by this contract.

### **3. Duties of Mora Independent School District**

- 3.1 Mora Independent School District will provide Contractor with all required forms for completion of documentation in association with services performed when applicable. MISD will provide information and employee witnesses necessary to assist contractor in the filing of claims, pursuit of litigation, and resolution of claims.
- 3.2 Mora Independent School District does not make any promise or guarantee to Contractor of the amount of work that may be available to Contractor.
- 3.3 Mora Independent School District will review documentation submitted by Contractor to assure compliance with regulatory standards when applicable. Documentation not meeting such standards will be returned to Contractor for completion and re-submission.

### **4. Licensure and Insurance**

- 4.1 Contractor agrees to provide proof that he/she possess the credentials and licensure necessary to provide all services under this contract and agrees to comply will all rules and regulations governing his/her profession in the State of New Mexico.
- 4.2 **If applicable**, Contractor will continue in full force and effect general liability insurance covering all of the professional services performed pursuant to this Contract and general tort liability to third parties relating to acts or omissions of the Contractor. A resume of the Contractor's current insurance and general liability policy is attached. Contractor further agrees to maintain liability limits not less than those currently in effect.
- 4.3 As an independent contractor, the Contractor is responsible for his/her own business and Workers' Compensation insurance and other employer obligations. Contractor agrees to hold Mora Independent School District harmless for all losses, injuries, or illnesses Contractor may incur in performing the duties under this agreement, including injuries sustained in travel to, from and between Mora Independent School District facilities.

### **5. Compensation**

Contingency fee – Contractor shall bill MISD for attorney services and related services based upon a percentage rate of the damages and other costs recovered by the law firm or attorney on behalf of MISD, at the following contingent fee percentage rate(s): \_\_\_\_%. [Contractor agrees to absorb through its contingency fee all costs of incurred by Contractor pursuant to this agreement.] OR [In addition to its contingency fee, Contractor may charge costs to MISD consistent with the cost schedule attached to this agreement as Exhibit 1.]

## 6. Term and Termination of Contract

6.1 The parties enter into this agreement for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_, or until such time as either party terminates this contract as hereinafter provided. The term of the contract shall be from the date of approval by Board of Education for a period of one (1) year renewable annually not to exceed four (4) years. Pursuant to the availability of funding. 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 of for failure to perform prior to the date of termination.

## 7. Modification of Agreement

7.1 This contract represents the entire agreement and may be modified only by a written amendment signed and dated by both Parties. Disputes concerning the implementation or interpretation of this agreement shall be resolved through discussion between the Contractor and the appropriate Mora Independent School District Representative and the Superintendent, and shall be the sole remedy for resolution of such dispute.

**Contractor:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone and Fax Number:**

\_\_\_\_\_

Social Security Number/Employer Identification Number:

\_\_\_\_\_

License Number (If Applicable):

\_\_\_\_\_

**Mora Independent School District:**

\_\_\_\_\_  
Dr. Monica Aragon, *Board Chair*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Audra Vigil, Board Secretary*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Norma Cavazos, Superintendent*

\_\_\_\_\_  
*Date*

W-9 Attached Yes \_\_\_\_\_ No \_\_\_\_\_ (return to requester)

A W-9 must be attached in order to receive compensation for services rendered.

**EXHIBIT A – FEE SCHEDULE AND COSTS**