



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 LASER RD NE
RIO RANCHO, NEW MEXICO 87124**

**Request For Proposals Number: RFP No. 2018-018-ADM
TITLE: Legal Services**

**Submittal Due Date: May 15, 2018
Time: 2:00 PM (MT)**

**Delivery to: Rio Rancho Purchasing
500 Laser RD NE
Rio Rancho, NM 87124**

NOTE: The date and time received will be stamped on the proposals by the District Purchasing Office. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

RRPS CONTACT INFORMATION:

Any questions concerning this Request for Proposal should be submitted in writing to the Purchasing Contact listed below.

For questions regarding this solicitation contact:

Michael Madrid CPPB, CPO
500 Laser Road NE
Rio Rancho , New Mexico 87124
michael.madrid@rrps.net

OTHER INFORMATION:

Freight Terms: FOB Destination Payment
Terms: NET 30

TABLE OF CONTENTS:

Introduction..... Page 3

Conditions Governing the Procurement..... Page 3

Response Format and Organization..... Page 5

Definitions of Terminology..... Page 6/7

Instructions to Offerors and General Requirements..... Page 8

Standard Terms and Conditions..... Page 12

Scope of Services..... Page 24

Proposal Evaluation Criteria/Process..... Page 34

Mandatory Criteria..... Page 34

Evaluation Criteria..... Page 34

Basis of Award..... Page 37

Exhibit A: Debarment/Suspension Status & Non-Collusion Affidavit Form..... Page 38

Exhibit B: Resident Veterans Preference Certification..... Page 39

Exhibit C: Campaign Contribution Disclosure Form..... Page 40

Exhibit D: Draft Legal Services Agreement..... Page 43

Exhibit E: Offer Signatory Form..... Page 60

SECTION I INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSALS

The Rio Rancho Public School District invites you to submit an offer for the material(s) and/or services identified and described within this Request for Proposal (RFP). Please carefully read all instructions, specifications, requirements, scope of work, and terms and conditions. Failure to comply with the instructions, terms and conditions, and specifications of this Request may result in your offer being classified as unresponsive and disqualified. Offers must be submitted to the above address no later than the above specified due date and time. New Mexico criminal law prohibits bribes, gratuities, and kickbacks.

SECTION II CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

All information must be entered in ink or typed and corrections must be initialed. Offers are to be submitted in a sealed envelope, clearly marked with the Request for Proposal Number and Opening Date (see Offer Due Date and Time above) in the lower left-hand corner. Failure to mark your sealed Offer Submission Envelope may result in your Offer being opened early or your offer not being included in the Request for Proposal Opening.

A. SEQUENCE OF EVENTS

1. Issue RFP: **April 16, 2018**
2. Cut Off Date for Written Question Submittals: **May 04, 2018 @ 3:00 p.m.**
3. RFP Amendments: **May 8, 2018**
4. Submission of Proposal Deadline: **May 15, 2018 at 2:00 PM MST**
5. Proposal Evaluation **TBD**
6. Notice of Finalists: **TBD**
7. Interviews with Finalists
8. Notice of Award
9. Contract Negotiations Owner and Successful Offeror(s)

B. EXPLANATION OF EVENTS

1. Issue RFP - This RFP is issued by the District in accordance with the provisions of § 13-1-120 and § 13-1-121 NMSA 1978.
2. Questions/Clarifications - Potential Offerors may submit additional written questions as to the intent or clarity of this RFP on or before **3:00 PM, MST; May 04, 2018**. All written questions/clarifications should be sent to the District Purchasing Office.
3. RFP Amendments - Should any amendment to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.

4. Submission of Proposal_ - This is the date and time that has been set for the submission of Proposals. Late Proposals ***will not*** be accepted. It is the Offeror's responsibility to ensure that Proposals arrive by the appointed date and time. Proposals may be delivered early to avoid any possible delay of the submission. The documents shall be in a sealed container with the RFP Number and due Date indicated on the bottom left-hand side of the container as follows:

Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124 RFP No: **2018-018-ADM**
ATTN: Michael Madrid, CPPB, CPO, Purchasing Agent

5. Proposal Evaluation/Short Listing - The Selection Committee will review each proposal. Points will be allocated, by each member, as outlined in Section VIII of this RFP. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together and averaged to determine the overall ranking of proposals.

The Selection Committee may hold interviews with the three highest ranked proposals. The Selection Committee may award the selection based on the results of the short listing. If fewer than three proposals are received the Selection Committee may recommend an award or direct that the RFP be reissued.

6. Notice of Finalists - Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall rankings awarded by the Selection Committee for all proposals submitted and will note firms selected for interview. In general, the Selection Committee attempts to mail notices two weeks prior to the interview date. A public log will be kept of the names and overall rankings of all Offerors shortlisted for interviews.
7. Pre-Interview Meeting - Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. **The pre-interview meeting may be held, by the District Purchasing Office, to answer questions from the shortlisted firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the District Purchasing Office, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by The Committee.**
8. Interviews with Finalists - For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the offices of the District. The interview location may be changed at the discretion of the Selection Committee.
9. Notice of Award - the District will notify finalists in writing of the final award. This notice will include the interview rankings of firms and the final combined rankings for the project award. At this time, all submitted proposals are open for public inspection for a period of 30 days after the award.

10. Contract Negotiations - The Owner and the successful Offeror will begin contract negotiations as soon as possible after notice of award. The District's Legal Services Agreement is shown as Exhibit D of this RFP. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next highest ranked firm based on final ranking.

SECTION III RESPONSE FORMAT AND ORGANIZATION

NUMBER OF COPIES

Offerors shall provide one (1) original, nine (9) identical copies and one digital copy of their proposal to the location specified in the RFP cover page on or before the closing date and time for receipt of proposals.

PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8- 1 / 2" x 11" with fold out sheets, allowed up to 11" x 17" in size. All fold out sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and /or graphic material. Pages that are excluded from the total page count of 20 are listed below in the proposal organization paragraph.

Any proposal deemed non-conforming by the Selection Committee *in* regard to format will be considered non-responsive. Offerors shall contact the District Purchasing Office to clarify any questions concerning format prior to submission.

Michael Madrid CPPB, CPO
Purchasing Agent
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 896-0667, Ext. 51143
michael.madrid@rrps.net

Proposal Organization - All pages *should* be numbered. All fold out pages shall be counted as two (2) pages and *should* be numbered as such. Proposals *should* be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections I through 7, are helpful and should be used.

Material excluded from the twenty (20) page maximum count shall include and **shall be limited to:**

- Submittal Letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider Pages
- Attachment A: Debarment Certification Form. (reference Exhibit A).
- Attachment B: Valid NM Veteran Preference Certificate issued by New Mexico Tax & Revenue Department. (reference Exhibit B) - or-

- Attachment BI: Valid NM Resident Business Preference Certificate (issued by the New Mexico Tax & Revenue Department).
- Attachment C: Campaign Contribution Disclosure Form. (reference Exhibit C).
- Attachment D: Proposed Professional Services Agreement. (reference Exhibit D).
- Attachment E: Offer Signatory Form. (reference Exhibit E).

Submittal Letter - Each proposal must be accompanied by a submittal letter. *(The following information will be required in order to contract for the project)* The submittal letter should:

- A. Identify the submitting business;
- B. Identify the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- C. Identify the names , titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- D. Be signed by a person authorized to contractually obligate the Offeror;
- E. Acknowledge receipt of any and all amendments to this RFP.

Divider Pages - Noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section are provided under

"EVALUATION CRITERIA".

- A. Organization Experience and Personnel & Expertise**
- B. Special Services**
- C. Collective Bargaining**
- D. Human Resources**
- E. Financial/Business Matters**
- F. State and Federal Constitutional Issues**
- G. Cost/Price**

SECTION IV DEFINITIONS OF TERMINOLOGY

This section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Award of Contract" shall mean a formal written notice by the Rio Rancho Public Schools that a firm has been selected to enter into a contract for services. Any Notice of Award that has not resulted in a written signed bilateral Agreement between the successful offeror and the RRPS District, within I month of written notice of award, shall result in the termination of negotiations and not be considered an award.

Contract" means a signed bilateral agreement between the RRPS District and a successful offeror/contractor for the work covered by this RFP.

"Contractor" means successful Offeror awarded the contract.

"Determination" means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"District", for purposes of this RFP, means the Rio Rancho Public Schools Governing Board and is synonymous with the terms and acronym " Owner " and " RRPS " .

"Entity" means the Owner, Rio Rancho Public Schools District (RRPS), for the purposes of Section 13-1-120(B), (6) NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

"Owner" is **Rio Rancho Public Schools District.**

"Proposal" is the Offeror's response to this RFP.

"Request for Proposals" or **"RFP"** means all documents, attached or incorporated by reference, used for soliciting proposals.

"Resident Business", "Resident Contractor", or "Veteran Business, Veteran Contractor" means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to § 13-1-21 and § 13-1-22 NMSA 1978.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

"**Selection Committee**" means a body constituted in accordance with § 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposal submittals.

"**Veteran Preference**" - See '**Resident Business, Resident Contractor or Veteran Business, Veteran Contractor definition above.**

The terms "**must,**" "**shall,**" "**will,**" "**is required,**" or "**are required**" identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offeror's proposal.

The terms "**can,**" "**may,**" "**should,**" "**preferably,**" or "**prefers**" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offeror's proposal. *Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

SECTION V INSTRUCTIONS TO OFFERORS AND GENERAL REQUIREMENTS

This section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the solicitation process will be administered.

1. **ACKNOWLEDGEMENT OF ADDENDA.** Offeror shall acknowledge receipt of any amendment /addenda of this RFP by identifying the amendment/addendum number and date in the space provided on the response form.
2. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The District reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offeror, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
3. **AWARD INFORMATION.** Award information will be posted electronically on the RRPS Purchasing Department website.
4. **AWARDS - MULTIPLE.** The District reserves the right to make multiple awards or to otherwise split the award of the items, projects and/or sections of this proposal.
5. **CANCELLATION.** The District reserves the right to cancel without penalty, this RFP, any resultant Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
6. **CASH DISCOUNTS.** The District will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
(THIS SECTION IS OMMITTED)

7. **CLARIFICATIONS.** Any clarification of instructions, terms and conditions , insurance , bonds , or offer preparation shall be made only by the Purchasing Contact stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered and relied upon as a part of this RFP solicitation.
8. **COPIES OF OFFER.** If submitting by hard copy or on CD, please submit the number of hard copies and digital copy of your offer as stated in the RFP along with all supporting documents. Proposal submitted via must be in PDF format.
9. **SUBMISSIONS.** District staff will time-stamp proposals at the District Purchasing Office . A public log will be kept of the names and submittal times of all Offerors who submitted proposals. Proposals will be reviewed for completeness and compliance with requirements by the Selection Committee , or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination.

Late submissions of offers will not be accepted or considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or the offer is the only offer received. Late submissions will be returned unopened.

10. **MODIFICATIONS .** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the District Purchasing Office following the opening.
11. **OFFEROR CLARIFICATION.** The Offeror should include a local or toll-free number and email address for offer clarifications. Failure to do so may result in the Offer being deemed non-responsive.
12. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer submitted will be good for a period of one hundred and twenty (120) calendar days ; an additional time period may be requested in the **RFP** Scope of Work.
13. **PUBLIC INFORMATION.** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right-hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
14. **REJECTION OF OFFERS.** The District reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer(s) that is in the best interest of the District.
15. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.

16. SUBMISSIONS OF DRAWINGS/LITERATURE. The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Offers request and expense.
17. TAXES. The District is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available on the RRPS Purchasing Department website .
18. RESIDENT BUSINESS, RESIDENT CONTRACTOR, AND RESIDENT VETERAN PREFERENCE CERTIFICATION. To receive a resident business preference pursuant to § 13-1-21 NMSA 1978 or a resident contractor preference pursuant to § 13-4-2 NMSA 19 78, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department. **In addition, the attached "Resident Veteran Preference Certification" form (Exhibit B) must be filled out, signed and accompany any RFP from any business wishing to receive a resident veteran's preference. NOTE: In order for an offeror to receive preference for either Resident Business or Resident Veteran a valid copy of your certificate is required.**
19. PROTEST. In accordance with § 13-1-172 NMSA 19 78, any Offeror who is aggrieved in connection with the terms, conditions, scope of work of this RFP solicitation or a resultant award of a contract may protest to the Purchasing Agent. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Michael Madrid CPPB, CPO
Purchasing Agent
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 896-0667, Ext. 51143
michael.madrid@rrps.net

The 15-day protest period shall begin on the day following the date of written notice of action from the District. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

20. INCURRING COST. Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
21. SUBCONTRACTORS. All work that may result from this procurement must be performed by the contractor and payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, sub-contracting of the work is not acceptable .
22. AMENDED PROPOSALS . An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble proposal materials.

23. OFFERORS ' S RIGHTS TO WITHDRAW PROPOSAL. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror ' s duly authorized representative addressed to the District. The approval or denial of withdrawal requests received **after** the deadline for receipt of the proposals is at the discretion of the District Purchasing Office.
24. DISCLOSURE OF PROPOSAL CONTENTS. The content of proposals will be kept confidential until written notice of a contract award has been made by the District. At that time, all proposals will be open to the public , except for the material which has previously been noted and deemed as proprietary or confidential.
25. TERMINATION. This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the District determines such action to be in the best interest of the District and the State of New Mexico.
26. SUFFICIENT APPROPRIATION. Any contract awarded as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final. If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed , as authorized by the Owner and the PSFA prior to that determination.
27. STANDARD CONTRACT. In making awards in response to this RFP solicitation, the Owner will use its ' Legal Services Agreement. (reference Exhibit D). Any questions about any provision(s) of the contract terms and conditions must be promptly brought to the attention of the Purchasing Representative identified on the cover page.
28. OFFEROR QUALIFICATIONS. The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee may reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in § 13-1 - 83 and § 13 - 1-8 5 NMSA 1978.
29. RIGHT TO WAIVE MINOR IRREGULARITIES. The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.
30. NOTICE. The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
31. RELEASE OF INFORMATION. Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
32. CLARIFICATION FROM OFFERORS. The Selection Committee or designee, after review of proposal submittals may request clarifications on information submitted by any and all Offerors.

33. PERIOD OF PERFORMANCE. The term of any contract awarded as a result of this RFP shall be for a period of one (1) year with the option to renew an additional three (3) one year periods; subject to early termination as provided in the Legal Services Agreement to be executed by the parties, following the date of the award.

SECTION VI
RIO RANCHO PUBLIC SCHOOLS (RRPS)
STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions, and specifications contained in this RFP along with any attachments and the Offerors' response may be incorporated into any Purchase Order/Contract issued /awarded as a result of this RFP, including any addenda. RRPS reserves the right to negotiate with a successful Offeror(s) (Contractor) provisions in addition to those stipulated in this RFP. Should an Offeror object to any of the RRPS Standard Terms and Conditions, the Offeror must propose specific alternative language that would be acceptable to RRPS. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to RRPS and will result in disqualification of the Offeror's proposal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to the terms and conditions attached to this RFP must be stated in Offerors' proposal in a Section marked "TERMS AND CONDITIONS". Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by RRPS at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract will be ineffective and inapplicable.

RRPS reserves the right to reject a proposal on the basis the compromising language that cannot be accepted by RRPS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between RRPS and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

An Awardee of a " Price Agreement " established with RRPS has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978 , Article 1, Procurement , § 13-1-1 29, "Procurement under existing contracts."

ACCEPTANCE AND REJECTION

If prior to final acceptance, any goods or services are found to be defective or not as specified , or if RRPS is entitled to revoke acceptance of the goods or services RRPS may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the option of RRPS. Contractor shall reimburse RRPS for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment , Contractor shall be liable for latent defects , fraud , or such gross mistakes as amount to fraud . Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

AGREEMENT

Any Purchase Order/Contract awarded as a result of this solicitation shall be the sole and entire agreement between the parties; any documents incorporated into the agreement shall be listed explicitly within the Purchase Order /Contract. Any terms inconsistent with or proposed by the Contractor in addition to the Purchase Order/Contract terms and conditions are deemed rejected unless agreed to in writing by an appropriate RRPS official.

ASSIGNMENT

Any Purchase Order/Contract awarded as a result of this solicitation may be assignable by RRPS. Except as to any payment due hereunder, the Purchase Order/Contract shall not be assignable by Contractor without written approval from RRPS.

CHANGES

RRPS may make changes within the general scope of the Purchase Order /Contract by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the Purchase Order/Contract , an appropriate equitable adjustment shall be made . No change by Contractor shall be recognized without written approval of RRPS. Any claim of Contractor for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such change. Nothing in this Paragraph shall excuse Contractor from proceeding with the performance of the Purchase Order /Contract as changed thereunder.

CONFLICT OF INTEREST

Contractor shall disclose to RRPS Finance Department the name(s) of any RRPS employee or member of the Governing Board who has a direct or indirect financial interest in the Contractor or in the proposed transaction. (reference Exhibit A). An RRPS employee or member of the Governing Board that has a direct or indirect financial interest in the Contractor or in the proposed transaction if presently or in the preceding twelve (12) months the employee/member of the Governing Board or a close relative has an ownership interest in the Contractor (other than as owner of less than 1 % of the stock of a publicly traded corporation); works for the Contractor, is a partner , officer, director , trustee or consultant to the Contractor , has received grant, travel, honoraria or other similar support from the Contractor , or has a right to receive royalties from the Contractor. Contractor shall file a Conflict of Interest Disclosure form with RRPS Finance Department.

CONTRACTOR'S EMPLOYEES AND AGENTS

Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified work. The Contractor , its agents and employees state that they are independent contractors and not employees of RRPS. Contractor , its agents and employees shall not accrue leave, retirement , insurance, bonding or any other benefit afforded to employees of RRPS as a result of the Purchase Order .

DAMAGE AND SECURITY OF RRPS PROPERTY

The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer ' s fault or negligence , or that of any of his employees , agents and/or subcontractors. The proposer shall save and keep harmless RRPS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer ' s expense , including but not limited to cleaning and paint in g.

DISCOUNTS

If prompt payment discounts apply to the award of Purchase Order /Contract any discount time will not begin until the materials, supplies , or services have been received and accepted and a complete and correct invoice has been received by RRPS 's Accounts Payable Department. In the event testing is required prior to acceptance , the discount time shall begin upon completion of the tests and acceptance

DISRUPTION OF NORMAL ACTIVITY

All work shall be performed so as not to interfere with normal District activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by RRPS' s authorized representative prior to commencement of the work.

ECCN REPORTING REQUIREMENT

Contractor acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and /or Export Administration Act/Regulations ("EAR"). Contractor agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Contractor shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to RRPS without prior written notice. In the event that RRPS agrees to receive such export-controlled information, equipment or materials, Contractor shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: michael.madrid@rrps.net

ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS

Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under a resultant Purchase Order/Agreement , have been excluded from participation in any government healthcare program , debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act) , or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs . Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

EMPLOYEE CERTIFICATION

The Contractor and all Contractor's employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State, Federal and Local requirements in regard to the work to be performed under this RFP. The Contractor shall use only fully qualified and approved personnel to perform inspections, service and /or repairs covered under this RFP.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In performing the services required within this RFP, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements ; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry , sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

EQUIPMENT REQUIRED

The Contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.

F.0.B

Unless stated otherwise, the price for goods is F.0. B. the place of destination, and the place of destination is RRPS's designated campus address.

GOVERNING LAW

All resultant Purchase Order /Contracts shall be construed in accordance with the laws of the State of New Mexico as they pertain to goods and services delivered and executed and fully to be performed within New Mexico, or federal law where applicable , but in either case excluding that body of law relating to choice of law.

GRAMM-LEACH-BLILEY ACT

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, Rio Rancho Public Schools District ("District ") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives , maintains , or transmits on behalf of the District. In addition, the Service Provider will require and ensure that any of its agents, subcontractors or sub-consultants , to which it provides confidential Customer Information of the District, implement appropriate security measures to protect confidential Customer Information of the District.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the District except as permitted or required by this Purchase Order /Agreement, as required by law, or as otherwise authorized in writing by the District. Upon becoming aware of a security breach in which District Customer Information is used or disclosed in a manner not authorized or covered by this Purchase Order /Agreement , including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information , or in violation of any applicable state or federal laws, Service Provider will report to the District any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the District and required by law.

Upon termination, cancellation, expiration or other conclusion of this Purchase Order/Agreement, Service Provider shall return to the District covered Customer Information and data unless the District requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Purchase Order/Agreement. Within such 30 day period, Service Provider shall certify in writing to the District that such return or destruction has been completed. To the extent return or destruction is not feasible; this Purchase Order /Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines "financial institution" as any RRPS engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including "making, acquiring, brokering, or servicing loans" and "collection agency services". Because educational institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial RRPS, whether in paper, electronic or other form that the District has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the District to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Purchase Order /Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider's own personnel, agents, subcontractors and sub-consultants only to the extent necessary to provide or perform the goods and /or services required by this Purchase Order /Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the District."

INDEMNIFICATION AND INSURANCE

Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Contractor or the performance of the work by Contractor, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of RRPS. Contractor shall indemnify, defend and hold harmless RRPS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Contractor will also indemnify, defend and hold harmless RRPS against any joint and several liabilities imposed against RRPS with respect to strict products liability claims attributable to the fault of the Contractor.

Contractor agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of RRPS. The liability of RRPS will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq. NMSA 1978, as amended.

INDEPENDENT BUSINESS

Neither Contractor nor any of its agents shall be treated as an employee of RRPS for any purpose whatsoever. Contractor declares that Contractor is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under the Purchase Order. Contractor further declares that it is engaged in the same or similar activities for other clients and that RRPS is not Contractor's sole or only client or customer.

INSPECTION

RRPS may inspect, at any reasonable time, any part of Contractor's plant or place of business, which is related to performance of a resultant Purchase Order /Contract. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and /or services furnished. Final inspection shall include any testing or Inspection procedures required by the specifications.

INSPECTIONS, CONTRACTOR

The Contractor shall be responsible for securing at Contractor's expense, all required inspections to comply with Federal, State and /or Local regulations governing the work performed under this RFP.

INSTRUMENTALITIES

Contractor shall supply all equipment, tools, materials and supplies to accomplish the designated tasks; except as set forth in a resultant purchase order /Contract or its attachments.

LICENSES/PERMITS/EASEMENTS

The Contractor shall be responsible for obtaining, at his Contractor's expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this RFP.

MERGER

Any resultant Purchase Order/Contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

OSHA REGULATIONS

The Contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Contractor shall defend, indemnify, and hold RRPS free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

OTHER APPLICABLE LAWS

All applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated into all Purchase Orders/Contracts awarded as a result of this solicitation.

OWNERSHIP OF DOCUMENTS

All documents which are prepared by the Contractor or any member of the consulting team that form a part of its services under a resultant Purchase Order/Contract are the sole property of Rio Rancho Public Schools District and such works may not be reproduced or distributed without the express written consent of Rio Rancho Public Schools District and shall be delivered to RRPS upon termination and or completion of this Purchase Order/contract if RRPS so requests. The Contractor shall be responsible for the protection and/or replacement of any original documents in its possession. RRPS shall receive all original drawings and the Contractor shall retain a reproducible copy.

Work Made for Hire. For the consideration payable under a resultant Purchase Order /Contract, the work product required by the Purchase Order /contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. RRPS shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to RRPS and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order /Contract to RRPS.

Inventions. For the consideration payable under a resultant Purchase Order/Contract, the Contractor agrees to report any invention arising out of the Work required by the Purchase Order /Contract to RRPS. RRPS shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Contractor or member of the consulting team as part of the performance of Work. The Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to RRPS and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Contractor shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/contract to RRPS.

Survival of Provision . This provision shall survive expiration and termination of the Purchase Order/Contract.

PATENT AND COPYRIGHT INDEMNITY

Contractor shall indemnify, defend and hold harmless RRPS against all losses, liabilities, lawsuits, claims , expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

PAYMENT TERMS

Upon written request from Contractor for payment , RRPS shall, within 30 days , issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

PAYROLL OR EMPLOYMENT TAXES

No federal, state, or local income , payroll or employment taxes of any kind shall be withheld or paid by RRPS with respect to payments to Contractor or on behalf of Contractor its agents or employees. Contractor shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA , FUTA , federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

PENALTIES

The Procurement Code § 1 3-1 -28 et seq. NMSA 1978 , as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

PROJECT /SITE FAMILIARITY

The Contractor shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Contractor warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work . The failure of the Contractor to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening .

PROTECTION OF CONFIDENTIAL DATA

Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34

CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the RRPS may use the information, but only for the purposes for which the disclosure was made.

Definition. Covered data and information (CDI) includes paper and electronic student education record information supplied by RRPS, as well as any data provided by RRPS' s students to the Service Provider.

Acknowledgment of Access to CDI. Service Provider acknowledges that the Purchase Order/Contract may allow the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI. Service Provider agrees to hold CDI in strict confidence . Service Provider shall not use or disclose CDI received from or on behalf of RRPS (or its students) except as permitted or required by the Purchase Order/Contract, as required by law, or as otherwise authorized in writing by RRPS. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from RRPS ' s education records , RRPS may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI. upon termination, cancellation, expiration or other conclusion of the Purchase Order /Contract, Service Provider shall return all CDI to RRPS or, if return is not feasible , destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide RRPS with a certificate confirming the date of destruction of the data .

Maintenance of the Security of Electronic Information. RRPS requires that the law firm follows these standards for digital information security and provides RRPS with information showing they are protecting the safety and identity of the district. It is critical all communications and data shared from or to RRPS is security and appropriately handled. These measures will be extended by contract to all subcontractors used by Service Provider.

1. All digital communications with law services must be securely encrypted using TLS.
 - a. The firm must provide information on the email services or systems used by the law firm including the platform, security protocol and encryption policy
 - b. RRPS requires the law firm to provide information about the digital security practices they have in place. This includes information on the security precautions used to protect confidential data, including but not limited to:
 - i. Firewall(s)
 1. How are these systems managed and maintained
 2. Please provide confidence to RRPS that these firewall(s) are properly configured, monitored, maintained and updated.
 - ii. Storage
 1. Please provide where/how this information will be stored
 2. Please provide storage/at-rest protections (i.e. encryption, access, etc)
 - iii. Antivirus
 1. List Antivirus used and provide information about upkeep and updating
 - iv. Threat protection/alert systems
 1. Please provide information on any systems that detect and alert malicious activity and/or intrusion for mitigation
 - v. Approved digital access to information
 - vi. Any additional systems.
2. With the certainty of PII information being transmitted to and from the law firm and RRPS - the law firm must provide information showing all systems are:

- a. HIPPA Compliant
- b. FERPA Compliant
- c. CIPA Compliant
- d. Protection of Personally Identifiable Information (PII)

3. The law firm must provide information on processes in place to prevent the accidental compromise or dissemination of protected data - to include the transfer of confidential data. The firm must provide:

- a. Process for transfer of information with RRPS
- b. Process for transfer of data to other parties besides RRPS and ensuring the method of transmittal is secure and the other party is capable of properly securing the data
- c. Protections of information during storage after transfer
- d. Protections of information for authorizing its release and/or transfer

The firm will present a plan on how they are PII compliant and maintain compliance throughout the term of the contract.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. Service Provider shall, within one day of discovery, report to RRPS any use or disclosure of CDI not authorized in writing by RRPS. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by RRPS.

Indemnity. Service Provider shall defend and hold RRPS harmless from all claims, liabilities, damages, or judgments involving a third party, including RRPS's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order /Contract.

Note. Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed."

RELEASE RRPS GOVERNING BOARD

The Contractor shall, upon final payment of the amount due under the Contract release the Rio Rancho Public Schools District, its' officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Contract. The Contractor agrees not to purport to bind Rio Rancho Public Schools District or the State of New Mexico to any obligation not assumed in the Contract by the Governing Board of Rio Rancho Public Schools District or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.

RETENTION OF RECORDS

Contractor will maintain detailed records indicating the date, time and nature of services provided under the agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by Rio Rancho Public Schools District, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the agreement.

SCHEDULE DELAYS

If after the award, the Contractor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Contractor must immediately notify the RRPS District Purchasing Office. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Contractor of its contractual obligations; however, failure to notify RRPS promptly will be basis for determining the Contractor responsibility in an otherwise excusable delay.

STATE AND LOCAL ORDINANCES

The Contractor shall perform work under a resultant agreement in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Contractor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Contractor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

TERMINATION AND DELAYS

RRPS may by written notice, stating the extent and effective date, terminate an awarded Purchase Order/Contract for convenience in whole or in part, at any time. RRPS shall pay Contractor as full compensation for performance until such termination: the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Contractor, as approved by RRPS, with respect to the undelivered or unaccepted portion of work; provided compensation hereunder shall in no event exceed the total amount identified within the agreement. Such amount will be limited to Contractor's actual cost, and may not include anticipated profits. RRPS shall not be liable for consequential damages. RRPS may by written notice terminate an awarded Purchase Order /Contract in whole or in part for Contractor's default if Contractor refuses or fails to comply with the provisions of the Purchase Order/contract or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, RRPS may otherwise secure the materials, supplies or services ordered, and Contractor shall be liable for damages suffered by RRPS thereby, including incidental and consequential damages. If after notice of termination, RRPS determines Contractor was not in default, or if Contractor's default is due to failure of RRPS, termination shall be deemed for the convenience of RRPS. The rights and remedies of RRPS provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Purchase Order/Contract as used in this paragraph, the word " Contractor" includes Contractor and Contractor's sub-suppliers at any tier.

TITLE AND DELIVERY

Title to the materials and supplies passed hereunder shall pass to RRPS upon acceptance at the FOB point specified, subject to the right of RRPS to reject. For any exception to the delivery date specified, Contractor shall give prior notification and obtain approval thereto from RRPS's Finance Department. Time is of the essence and the purchase order is subject to termination for failure to deliver on time.

WAIVER

The Contract shall contain a provision that states that no waiver of any breach of the Contract or any 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 to have granted the waiver.

WARRANTIES

Contractor warrants the goods and/or services furnished to be exactly as specified in the Purchase Order, free from defects in Contractor's design, labor, materials and manufacture , and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. All applicable UCC warranties express and implied are incorporated herein.

WORKERS COMPENSATION

No workers compensation insurance has been or will be obtained by RRPS on account of Contractor or its employees or agents. Contractor shall comply with the workers compensation laws with respect to Contractor and Contractor's employees and agents.

WORKMANSHIP/COOPERATION

All work shall be done in a neat , workmanlike manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession /trade and in accordance with sound professional/trade standards and ethical practice. The Contractor will cooperate with the District and other contractors and coordinate their work involving other contractors through the District's authorized representative.

SECTION VII SCOPE OF SERVICE

The Contractor(s) shall provide legal representation and other legal services (hereafter the "Services") in a satisfactory and proper manner for RRPS.

The successful firms will be required to identify a lead Attorney, or a group of attorneys, to be assigned to RRPS as primary counsel who shall have overall responsibility for handling of the assignment of RRPS work and monitoring of progress. In addition, each successful firm may be required to identify a person to serve as assistant primary counsel to have responsibility for handling, assigning and monitoring tasks in the absence or unavailability of the person(s) identified as primary counsel.

RRPS will have the right to reject and request replacement or substitution of any counsel RRPS believes will not best serve its' interests . The Contractor shall offer replacements, adjustments to rates (if fees are a factor) or any other alternative for RRPS to consider. Any adjustment shall be in writing and agreed to by both parties .

The Contractor shall consider the Governing Board of Rio Rancho Public Schools as the client and shall represent individual members of the Board, and other employees of RRPS to the extent only that there is no conflict of interest between the Governing Board and its employees or instrumentalities. Contractor shall only represent other individuals in the manner and to the extent that there is no impropriety in so representing such individuals.

Legal services as identified and required by this solicitation will require close communication with the Governing Board , Superintendent , Associate Superintendent, Chief Operations Officer, Executive Directors, Principals , and other administrative officers . The Contractor shall be easily accessible and readily available , either in person , by telephone, or video conferencing to provide consultation and advice as may be appropriate to the situation at hand.

General Law and Litigation:

Provide legal advice, represent RRPS in civil litigation; civil trials and appeals; criminal matters; business and financial, including commercial litigation, construction law, review and /or prepare procurement contracts and leases, review and/or prepare written determinations, requests for proposals , and provide legal advice and assistance in other matters such as contract administration, negotiations, and protest resolution .

Bond Counsel:

Evaluate and assess financial opportunities through issuance and retirement of revenue bonds .

Labor Law:

- Advise , counsel, and represent relative to Prohibited Practice Charges ;
- Advise , counsel , and represent the District in mediations , arbitrations , and court and other proceedings related to disputes arising from collective bargaining agreement grievance

and/or arbitration procedures;

- Provide advice and counsel with respect to union negotiations, collective bargaining , and union-related processes and procedures ;
- Draft, revise, and interpret school board policies regarding union-related issues and concerns including but not limited to school board policy entitled, “Labor Management Relations”; Train district administrators on union- related issues , labor law, and the collective bargaining agreement;
- Advise, counsel , and represent the District and /or District administrators relative to:
 - a) the creation and maintenance of the Local Labor Board;
 - b) union and labor issues including those that are brought before the Local Labor Board ; and
 - c) mediations, arbitrations , legal actions and other proceedings related to disputes arising from collective bargaining agreement, grievance , and/or arbitration procedures.

Employment and Civil Rights:

Review RRPS's current and proposed employment policies and practices to assure compliance with equal job opportunities and affirmative action. Advise on employee benefits, tax, fair labor standards act; and other federal and state employment statutes. Additional human resources matters that fall within the scope of services may include investigation, counsel and representation regarding discrimination, sexual harassment , termination hearings , employee rights, affirmative actions, civil rights ; assistance with position class ifications , employee records , benefits, policies and procedures , conditions of employment, reduction in force , collective bargaining, grievances, etc. Advise and represent on whistleblower and qui tam actions , actions of equitable relief and other actions not covered by State Risk; and breach of contract. Provide assistance to administrators concerning legal foundations of evaluating and supporting special education programs such as speech and language programs , occupational therapy, gifted services, and aut is m. Provide assistance to administrators concerning students and staff discipline and/or suspension. Issues may concern specific areas of responsibilities for board members , teachers, administrators, as well as other personnel. Open meet ings , public records , student instruction and services issues e.g., attendance , testing, instruction, etc. are common problems. Draft and revise school board policies, procedures , and practices to assure all aspects of administrative compliance with employment law and civil rights law including but not limited to:

- Employee benefits;
- Retirement;
- Tax;
- Fair Labor Standards Act;
- Investigations;
- Discrimination;
- Employee grievances;
- Sexual Harassment;
- Termination/Discharge;
- Contract;
- Recruiting, interviewing, and hiring practices;
- Employee Rights;
- Affirmative action;
- Civil Rights;
- Position Classifications;
- Employee Records;

- Compensation;
- Conditions of Employment;
- Reduction in Force;
- Whistleblower and qui tam actions;
- Employee discipline;
- Americans with Disabilities Acts;
- Job Descriptions;
- Ethics;
- Employee Evaluation;
- Interpretation of law, statute, legal opinions, and case impact;
- Title IX;
- Family Medical Leave Act;
- Actions of equitable relief and other actions not covered by State Risk;
- Breach of Contract;
- EEOC;
- Personnel hearings;
- Termination/Discharge hearings;
- Disciplinary hearings; and
- Lawsuits.

Real Estate Legal Services:

Draft and/or review of purchase and sale agreements, oil and gas interests, leases, easements, and other real estate related transactions, and represent the District at closings or court proceedings involving real property .

Public Law - Federal and State:

Offer training workshops to administrators on issues relating to specific areas of responsibility upon request. Advise, counsel , train RRPS administrators , and District Board members as needed.

Administration :

Attend Board meetings or similar type functions and travel on behalf of RRPS. Media exposure due to the community interest in RRPS must be anticipated.

Be current on the general state of RRPS and advise appropriate RRPS staff of potential problem areas with either existing or upcoming legislation.

Advise RRPS of any issues , which may bear investigation, monitoring, or the like. Periodic status reports on major issues or as may be required by RRPS.

Copy all documents filed with a Court, an administrative authority, or sent to opposing counsel to the Superintendent and the Chief Operations Officer.

Maintain and submit monthly detailed time records, which set forth each activity, the person performing such service , the hourly rate, the time expended in performing such service , and the date such service was performed. RRPS has the right to audit billings both before and after payment , to contest any billing or portion thereof. Minimum billing shall be in .25 hour increments.

At the time of submission of any billing , submit to RRPS a report indicating the current status of any litigation or other project , a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities to be performed during the next billing cycle.

Faithfully perform all services in a professional manner with diligence and care. Counsel is expected to utilize a reasonable degree of technological tools to save time and money (e.g. computerized word processing, and other prudent business technologies etc.).

Note: Prior authorization is required for billing conference charges amongst Contractor attorneys.

Initial Strategy Planning

Within thirty days of a project assignment, a conference shall be held between RRPS administrative representatives and outside counsel to establish the initial strategy for the engagement. The conference may be in person, by telephone or video conferencing depending on the complexity of the case and the logistics involved. The following will be addressed:

A. Information Assessment

Information already developed on the matter and further information needed for the outside counsel to evaluate the scope of the assignment or, in the case of litigation an evaluation of the liability and potential damages , will be shared.

B. Identification of Members of the Team and Other Resources

Outside counsel will be asked to identify for District review and consideration the attorneys and other professional staff members considered for assignment on a particular matter. The RRPS Administrative Representative may request resumes and other information regarding their specific areas of responsibility and qualifications.

Office of RRPS Administrative Representative needs to know and approve the engagement, qualifications, and billing rates of other resources needed for the representation including, but not limited to, experts, document management systems, or extensive use of external services.

The RRPS Administrative Representative will also provide outside counsel with information about resource people and/or witnesses from the District and the preferred route to contact them.

C. Litigation Plan

If necessary , the creation of a litigation plan must include the initial and ongoing strategy for resolution and be segmented by phases of the litigation. The plan is to be grouped into four to five major phases corresponding to the American Bar Association's Uniform Task-Based Management System (" UTBMS ") Litigation Code Set (e.g., case assessment , development and administration; pre-trial pleadings and motions; discovery; trial preparation and trial; and, appeal). The plan shall set forth the objectives of each phase and activities to be undertaken to achieve those objectives. A timetable for the completion of the activities for each phase is to be included. A factual analysis of issues related to liability and damages is to be included. Counsel will provide insight regarding the judge, opposing counsel,

jurisdiction, or venue. The litigation plan will be updated by a meeting or phone discussion either when a significant event (defined on page 29) in the case requires a change, or at the conclusion of each litigation phase. Counsel is also to provide the RRPS Administrative Representative with a liability risk exposure estimate .

D. Initial Budget

An initial budget estimate is due 30 days from the date a matter is assigned to outside counsel. Outside counsel is to seek approval from the District before exceeding the initial budget estimate. For non-litigation matters, the District and outside counsel will develop case/matter budget where the activities are grouped into the major categories corresponding to the UTBMS Counseling Code Set and/or Project Code Set, as is appropriate under the circumstances. For each activity, a "target budget" is developed.

Budget targets are flexible and will be revised to reflect unanticipated events; however, outside counsel must identify its baseline assumptions and these must be agreed to in advance.

For litigation matters, the District and outside counsel will develop a case/matter budget where the activities are grouped into four to five major categories corresponding to the UTBMS Litigation Code Set (e.g., case assessment , development and administration; pre- trial pleadings and motions ; discovery; trial preparation and trial; and, appeal). For each activity, a "target budget" is developed. Budget targets are flexible and will be revised to reflect unanticipated events ; however , outside counsel must identify its baseline assumptions and these must be agreed to in advance.

Office of RRPS Administrative Representative is receptive to alternative fee arrangements , including consultation retainers , fixed pricing by matter or task, incentive pricing, etc., and welcomes proposals of this nature .

Reporting:

A. Litigation Plan and Litigation Budget

Outside counsel will submit a Litigation Plan and Initial Budget as described above, and will thereafter submit an updated Litigation Plan and Litigation Budget as needed to keep District reasonably apprised of litigation strategy and anticipated expenses , but no less than every 6 months during the pendency of the case.

B. Narrative Litigation Risk Analysis

Outside counsel will submit a Narrative Litigation Risk Analysis (NLRA) no less than 90 days prior to trial on the merits or 21 days prior to any settlement conference or mediation , whichever is earlier, or at such earlier time as may be requested by DISTRICT. The NLRA shall include a specification of:

1. Key legal issues which remain to be decided at trial, including those elements of each claim which appear to be;
2. Critical factual findings which will determine the outcome of each key legal issue;
3. The evidence and arguments which will produce, respectively, a favorable or unfavorable outcome as to each critical factual finding. (In other words, the most

- salient factual issues and evidence expected to bear on same.);
4. The likelihood of a favorable outcome as to each critical factual finding, each key legal issue, each cause of action, and the likelihood of an overall defense verdict/judgment ;
 5. The anticipated damages that will be awarded as to each claim in the event of an adverse outcome;
 6. The anticipated attorney's fees and costs yet to be incurred for defense through trial;
 7. The anticipated attorney's fees and costs to be awarded to the plaintiff /claimant in the event of an adverse outcome;
 8. Viable issues /arguments on appeal from the trial verdict/judgment and the likelihood of a favorable RRPS outcome on each issue; and
 9. Outside counsel's recommendation as to what (if anything) RRPS should be willing to offer to settle the case, in light of the risk and scope of an anticipated adverse outcome versus the expense yet to be incurred to obtain a favorable outcome.

C. NLRA

District may request an NLRA at any other time and may request other or additional information in conjunction with an NLRA.

D. Root Cause Analysis

Upon the conclusion of a trial, arbitration or other hearing on the merits which results in a verdict, judgment or other ruling on the merits that is adverse to RRPS, or upon execution of a settlement agreement which involves (a) payment of money to the plaintiff/claimant and/or their attorney and/or (b) equitable relief for the plaintiff/claimant (e.g., reinstatement, reversal or modification of discipline, material change to an employee's employment records, affirmative action or obligation imposed upon or undertaken by RRPS), outside counsel will submit a Root Cause Analysis (RCA) to DISTRICT which shall include a discussion of any of the following which outside counsel believes applicable to the outcome of the case:

1. Acts or omissions by RRPS personnel that resulted in the outcome, e.g., engaging in sexual harassment, unsafe driving, violation of rules or prescribed procedures; failure to train employees (regarding sexual harassment, safety equipment, proper procedures, etc.); failure to disseminate information (e.g., about where and how to file a sexual harassment complaint); failure to timely investigate (e.g., a sexual harassment complaint); inadequate monitoring of employee performance or conduct; absence of adequate performance correction or discipline; failure to enforce a rule or regulation; poor record keeping;
2. Written policies, regulations and procedures and unwritten practices of RRPS or of the relevant department or office of RRPS that materially contributed to the money or equitable relief; i.e., any policy, procedure, or practice which had it been different---could have prevented the adverse outcome; and
3. Recommended actions which should be considered by to minimize the possibility for recurrence of such a loss---e.g., promulgation or amendment of a particular policy, procedure or rule; better or more consistent enforcement of existing rules; training to be given to an employee or group of employees; organizational or structural changes to an administrative area; corrective personnel action (such as

employee or supervisor discipline, performance improvement requirements, transfer); use of management techniques (such as mediation, referral to employee assistance program); resources which might be helpful to the relevant RRPS personnel.

The RCA shall be submitted within 30 days from the rendering of a judgment or dispositive order or final execution of a settlement agreement, as applicable.

Staffing:

- A. *Number* - All matters shall be staffed with the minimum number of lawyers consistent with high quality legal services.
- B. *Level* - All matters shall be handled at the most efficient level (partner, associate, paralegal, clerk, or legal/administrative assistant) consistent with high quality legal services.
- C. *Billing of Staff*- Bills are to include detail sufficient to demonstrate that the level of work is appropriate to the level of the person performing it.
- D. *Duplicate Staffing* - RRPS normally pays for only one attorney to accomplish a task. The preparation for and attendance at a deposition, hearing, trial, or meeting by more than one attorney, paralegal, etc. will not be paid unless prior approval is obtained from the RRPS Administrative Representative. RRPS will not pay for any attorney redoing the work of another attorney or for duplicative entries for reviewing and analyzing documentation and legal research. Conferencing among attorneys in the office is generally not compensable, unless the conference is necessitated by a significant legal event and is held at the request of the District. When conferencing is necessary, only the senior attorney's time will be compensable unless prior approval is obtained. If for any reason the firm replaces a team member, the cost associated with the education of the new team member will be the borne by the law firm.
- E. *Staff and Rate Changes* - Once outside counsel identifies the attorneys assigned to represent the District in a specific matter, the attorneys should not be added to or removed from the assignment without prior notice to and approval from the District.

Billing statements should not reflect increases to rates the District has negotiated with the firm, unless the District has pre-approved the rate changes. A Contractor may not submit more than one (1) request for a rate increase per year, per attorney assigned to represent the District. The amount of any such increase shall not exceed an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers from the prior year period's rate for such attorney, and in any event, an attorney's hourly fee shall not exceed the lowest fee charged to any of the Contractor's clients. The signature or other specific, documented approval of the RRPS Administrative Representative must be included on the first invoice submitted after the approval of the rate change. In the absence of such approval, the District will pay billing statements based on negotiated rates.

Time Billing:

All invoices must be submitted electronically and are to be submitted monthly, no later than thirty (30) days following the end of the month in which the services were rendered.

- a. All invoices for services performed are to contain at least the following information:
 1. The date the task was performed ;
 2. No block billing will be allowed;
 3. The name of the person performing the task;
 4. A brief but detailed description of the task performed (e.g., drafted [description of document] , or researched [description of precise issue researched] , or met with [name of person] about [topic or topics discussed]). All correspondence , pleadings, and other documents drafted or reviewed must be distinctly identified ;
 5. The time devoted to the task in increments of one tenth of an hour. The time entered must be the actual time expended on each function. Block billing, which groups functions together , must not be used, unless the total time incurred is one tenth of an hour or less. The District will not pay for the following:
 - a) Preparation of budgets , invoices , routine diary reviews (a review not precipitated by any legal event, phone call, or receipt of correspondence) , status reports which reiterate facts already known by the RRPS Administrative Representative , or responses to billing in queries ;
 - b) Attendance at weekly staff meetings and any internal firm events such as retreats;
 - c) Clerical or paralegal work performed by attorneys; clerical work performed by paralegals ;
 - d) Secretarial, word processing, proofreading , filing, office machine attendants (photocopy or fax ing) , librarian, or other clerical services (normal, temporary , or overtime);
 - e) Training or educating of personnel;
 - f) Marketing and relationship-building time ; or
 - g) Basic research on matters presumed to be within the firm's expertise or on matters of common knowledge among reasonably experienced counsel in the locale.
6. The billing rate as previously approved by the District for the person performing the task ;
7. An itemized breakdown of routine actual disbursement costs, billed at cost without markups by the firm, including:
 - a) Photocopies, not to exceed \$0.10 per page, indicating the price per page and the number of copies made;
 - b) Long distance telephone calls and long distance fax charges , indicating the date of the call or fax, the telephone number, and total costs.
 - c) Travel related expenses:
 - 1) Travel outside of the firm's local area (60 MILE RADIUS) requires the pre-approval of the RRPS Administrative Representative.
 - 2) District will pay for travel time at the rate established for the firm's employees, except for the time outside counsel is working on other matters.

- 3) For automobile travel, the date of travel, the person traveling, destination, purpose, and number of miles must be provided. The District will pay the current IRS mileage rate.
- 4) Air travel will be reimbursed at economy or coach fare. The actual receipt from the airline ticket must be available upon request.
- 5) Expenses for lodging, meals, and transportation are to be at reasonable rates and to fit within the per diem consistent with the most current RRPS travel policy. Outside counsel is expected to exercise prudence in incurring such expenses and in distinguishing between personal expenses and properly chargeable business expenses.

8. No charges are to be billed for any of the following services and items:

- a) Internal computer time ;
 - b) Computerized legal research such as Westlaw or Lexis;
 - c) Air conditioning, lighting, conference rooms, office supplies, or other costs associated with the maintenance of offices;
 - d) Parking, unless it is incurred while on District business (and does not include parking at the firm's office);
 - e) Local telephone or facsimile charges;
 - f) Cellular telephone charges;
 - g) Meals (other than meals with a client or witness, or while away from the firm on approved travel representing the District);
 - h) Local travel time and expenses, unless approved on a case-by-case basis ;
 - i) Billing of a "miscellaneous" or "other" category of expenses, without specification of each expense ; and
 - j) Any other expense properly chargeable to overhead or as a capital expense.
 - k) Credit Card Processing Fees: Contractor will not charge the District for Credit card Processing Fees.
 - l) All invoices shall also include summary information on a separate page indicating the date of invoice; invoice number, and consolidated time and charges for each person billing.
- b. Contractor shall be required to address any concerns or questions about the District billing expectations within their proposal offer submittal. Good communications are the best way to avoid misunderstandings. The District is committed to the prompt payment of billing statements that conform to its requirements.
- c. All costs other than routine costs, such as, purchase of software solely to support legal services provided here under, the purchase of professional services for expert consultants, may be invoiced and will be reimbursable only with the prior written approval of the RRPS Administrative Representative responsible.

Communication in Litigation:

The RRPS Administrative Representative must be involved in and approve all key decisions in litigation matters.

- A. The successful firms will be required to keep the District and the appropriate internal clients apprised regularly as to the progress of the case with monthly status reports and when any significant event occurs. A significant event is any event that potentially affects the evaluation of the liability, nature, or extent of damages of the case, or the strategy that has been identified.
- B. No litigation strategies, filings, or communications should be finalized without approval of the RRPS Administrative Representative. Briefs and other filings should be prepared in near-final draft at least three days before they are due to allow District adequate time to review.
- C. A synopsis or summary of depositions and examinations before trial are to be forwarded to the RRPS Administrative Representative. This summary shall be completed by the attorney who conducted the deposition and include an evaluation of the deponent, as well as an analysis of how this testimony affects the case.
- D. Deposition notices of District witnesses are to be promptly dispatched to the RRPS Administrative Representative. Usually the RRPS Administrative Representative will be responsible for contacting the prospective District deponent, collecting necessary documentation, and forwarding the documentation to outside counsel.
- E. All settlement demands must be treated as significant events and forwarded to the RRPS Administrative Representative immediately upon receipt. Any response to a settlement demand must be discussed with the RRPS Administrative Representative. Settlement offers must not be conveyed by outside counsel unless first discussed and agreed to in advance by the District.

Conflicts:

RRPS will require outside counsel to comply with all applicable professional guidelines, and District Policies, including those governing conflicts. Prior to beginning work on any District matter, the firm should identify, disclose, and clear to the satisfaction of the RRPS Administrative Representative any potential conflict of interest. Any conflicts that arise or may arise after the commencement of work for the District shall be disclosed to and resolved with the RRPS Administrative Representative.

Media Contacts:

Outside counsel is prohibited from making statements to the media on behalf of the District without express authorization from the District Superintendent or School Board. Outside counsel should refer all media inquiries to the District or, if the RRPS Administrative Representative is not immediately available, to the Parent Community and Staff Engagement Office (PCASE). To report matters directly to the PCASE Office, the contact is Kim Vesely, who can be reached at 505-896- 0667 x 51219.

Reputation Protection:

The District's reputation is a highly valued asset. We expect that outside counsel will be vigilant about both identifying risk and communicating that risk effectively to RRPS.

**SECTION
VIII
PROPOSAL EVALUATION CRITERIA/PROCESS**

Proposals shall be reviewed initially by the Purchasing Staff for completeness to ensure that all of the required forms have been provided . The mandatory evaluation requirements will then be reviewed . The proposals that meet the mandatory requirements will then be provided to the Evaluation Committee. Proposals shall be evaluated solely on the stated criteria listed in the RFP. Only material presented in the written proposals can be considered in the evaluation.

For those firms meeting the mandatory criteria, the weighted evaluation criteria will be utilized to determine the most responsive and responsible firm submitting the best value as defined by this package. RRPS will enter into contract negotiations with the firm that most nearly meets our service needs, has a strong background in one or more of the four areas listed below and provides a favorable financial offer. If RRPS is unable to come to terms with the selected firm for each of the four areas of expertise , RRPS will proceed to the next best firm and so on until all acceptable offers are exhausted.

A scoring sheet/evaluation will be provided to each committee member in the process of awarding and totaling points.

Once the proposals have been evaluated and scored by individual committee members, the entire committee may meet to discuss the proposals and arrive at the final scoring . The evaluation committee should discuss all aspects of the proposals so that there is a " unified understanding" of the criteria and corresponding responses. Individual scores may be adjusted at this point based upon discussion. The committee may tally the final point assignments by a consensus score for each of the weighted evaluation criteria.

During the evaluation process, the committee members may request clarification information. All clarification questions will be communicated with the Offeror in writing by the Purchasing Staff. Clarification responses will then be provided to the evaluation committee.

Selection of one firm for more than one area of expertise is possible.

I. MANDATORY CRITERIA

Respondents to this RFP must meet ALL of the following requirements to be further considered using the Evaluation Criteria described below:

- Member in good standing of the Bar Association of the State of New Mexico
- Member in good standing of the Bar of the United States District Court of New Mexico.
- Must have experience with Federal and New Mexico State Education laws and have a minimum of five (5) years experienced working with or for New Mexico school Districts (K-12).

II. EVALUATION CRITERIA

A. Organization Experience and Personnel & Expertise

27 Possible Points

- 1 Describe your organization, including a joint venture or association. Provide the name of the firm ' s owner(s) and /or principal officer(s), and state the date of incorporation (or partnership), current annual dollar volume, and number of employees. Provide the firm's organizational chart.

- 2 Provide a current resume for all attorney(s) and any additional employee(s) who would be assigned resulting from this RFP to RRPS. Resumes should emphasize individual attorney(s) ability, depth , and expertise. Provide proof of licensure for attorney(s) and proof or certification/ registration for other employees as applicable.
- 3 Describe your firm's approach to providing and managing the anticipated services as described in this RFP. Detail your firm's ability, depth of experience, and expertise as it relates to each of the desirable criteria provided in this RFP.
- 4 Provide information that demonstrates your firm's capacity to perform work, including any of the specialized services, on short notice and on a timely basis. Discuss how your firm will coordinate or provide particular services that may not be available in house. Furnish a listing of all proposed subcontractors as applicable.
- 5 Describe techniques planned to assure that schedule dates will be met. Provide a summary of current work and statement regarding the firm's ability to assign adequate staff and resources to meet schedules.
- 6 Provide a list of all clients within the past 5 years for similar and like services to this RFP. For each reference provide an overview of the services performed, list the client's name , address, contact person 's name , email address and telephone number. References listed must be willing to provide information about your firm's quality of work and ability to meet schedules.

B. Special Services

12 Possible Points

1. Describe your firm's approach and experience to provide legal services in support of RRPS' s Special Education Programs:
 - a. Speech and language therapy for students who have speech or language impairments;
 - b. Occupational therapy dealing with fine and gross motor skills , visual-perceptual skills, cognitive skills, and sensory-processing deficits ;
 - c. Gifted services program for children or youth who performs at or shows the potential of performing at a remarkably higher level of accomplishment when compared to other children of the same age, experience or environment; and
 - d. Autism for children that fit the unique needs of students that falls within the Autism Spectrum ;
 - e. Provide specific experience of those to be assigned to support special services programs as identified above.

C. Collective Bargaining

17 Possible Points

1. Describe your firm's approach and experience to provide legal services pertaining to collective bargaining and all applicable laws related to labor/management relations in the public school setting.
2. Provide evidence of specific experience of labor negotiations under **Act 195**.

3. Provide specific experience of those to be assigned to support collective bargaining services.

D. Human Resources

17 Possible Points

1. Describe your firm's approach and experience to provide legal services pertaining to employment policies and practices to assure compliance with equal job opportunities and affirmative matters that fall within the scope of services may include: discrimination, sexual harassment, termination hearings, employee rights, affirmative actions, civil rights, assistance with position classifications, employee records, benefits, policies and procedures, conditions of employment, reduction in force, breach of contract, civil rights employment matters etc.
2. Provide specific experience of those to be assigned to provide Labor Law, Employment and Civil Rights services as identified within Section VII, Scope of Services.

E. Financial/Business Matters

15 Possible Points

1. Describe your firm's approach and experience to provide legal advice with litigation and to review and/or prepare MOU's, contracts, leases, funding opportunities through revenue bonds, various real estate and investment transactions, and related documents.
2. Describe your firm's approach and experience to review and/or prepare written determinations, requests for proposals, contracts, and related documents; and, provide legal advice and assistance in other procurement matters such as negotiations, protest litigation, construction law;
3. Describe your firm's approach and experience with drafting and/or reviewing of purchase and sale agreements, oil and gas interests, leases, easements, and other real estate related transactions.
4. Provide specific experience of those to be assigned to support financial/business matters related to Real Estate; Bond counsel; General law and litigation services.

F. Cost/Price

rates and practices.

1. Provide your firm's proposed itemized billing

12 Possible Points

III. BASIS OF AWARD

Contracts solicited under these regulations are to be awarded to the responsible Contractor(s) whose proposal represents the best value and is in the District's best interest. The evaluation committee shall prepare a selection recommendation report for the Chief Procurement Officer or his/her designee recommending, in order of preference, those firms that are considered to be the most highly qualified.

The final award decision shall be made by the Superintendent and the Chief Procurement Officer or his/her designee. The RRPS School Board will review the recommendations of the evaluation committee and shall, with the advice of appropriate technical and staff representatives, make the final selection.

EXHIBIT A
CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
Lincoln Middle School Interior Renovations
ITB#: 2018-017-FAC

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Rio Rancho Public Schools in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Rio Rancho Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Rio Rancho Public Schools, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Rio Rancho Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Rio Rancho Public School’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice 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 vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature:

Name of Person Signing (typed or printed):

Title:

Date:

Name of Company (typed or printed):

Address:

City/State/Zip:

Telephone No:

Fax No.:

Email Address:

**EXHIBIT
B
RESIDENT VETERANS PREFERENCE CERTIFICATION**

NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENTS LISTED BELOW:

I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response . No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by RRPS with New Mexico Tax & Revenue.

I declare under penalty of perjury that my business prior year revenue , starting January 1 ending December 31, is less than \$3 Million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaration under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

" In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under § 13-1-21 or § 13-1-22 N.M.A. 1978, when awarded a contract which was on the basis of having such veterans preference , I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved . I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime ."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized agent with signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or non-award of the procurement involved if the statements are proven to be incorrect.

EXHIBIT C
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 (\$250.00) 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, 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 (\$250.00) WERE MADE to an applicable public official by me , a family member or representative .

Signature

Date

Title (Position)

EXHIBIT D
RIO RANCHO PUBLIC SCHOOL DISTRICT
LEGAL SERVICES AGREEMENT

This Agreement is made , entered into , and effective as of _____

between the Governing Board of the Rio Rancho Public Schools ("RRPS"), 500 Laser Road NE, Rio Rancho, NM 87124; and _____ whose address is _____

WHEREAS with its request for proposals numbered _____solicited proposals for certain Legal Services;

WHEREAS RRPS selected Contractor's proposal as being the most advantageous and awarded the work to Contractor ;

WHEREAS RRPS and Contractor desire to enter into a written agreement for General Legal Services ;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** Services of the Contractor shall commence on the effective date of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Agreement. This Agreement shall terminate on _____. RRPS may require the Contractor to continue to handle to completion any and all matters referred during the contract period under the terms of this Agreement.
2. **PERIOD OF PERFORMANCE:** The contract term shall be for a period of one (1) year with the option to renew an additional three (3) one year period; subject to early termination as provided in the Legal Services Agreement to be executed by the parties, following the date of the award.
3. **SCOPE OF SERVICES:** The Contractor(s) shall provide legal representation and other legal services (hereafter the "Services") in a satisfactory and proper manner for RRPS.

The successful firms will be required to identify a lead Attorney to be assigned to RRPS as primary counsel who shall have overall responsibility for handling of the assignment of RRPS work and monitoring of progress. In addition, each successful firm will be required to identify a person to serve as assistant primary counsel to have responsibility for handling, assigning and monitoring tasks in the absence or unavailability of the person identified as primary counsel

RRPS will have the right to reject and request replacement or substitution of any counsel RRPS believes will not best serve its' interests. The Contractor shall offer replacements , adjustments to rates (if fees are a factor) or any other alternative for RRPS to consider. Any adjustment shall be in writing and agreed to by both parties.

The Contractor shall consider the Governing Board of Rio Rancho Public Schools as the client and shall represent individual members of the Board, and other employees of RRPS to the extent only that there is no conflict of interest between the Governing Board and its employees or instrumentalities. Contractor shall only represent other individuals in the manner and to the extent that there is no impropriety in so representing such individuals.

Legal services as identified and required by this solicitation will require close communication with the Governing Board, Superintendent, Associate Superintendent, Chief Operations Officer, and other administrative officers. The Contractor shall be easily accessible and readily available, either in person or by telephone; to provide consultation and advice as may be appropriate to the situation at hand.

General Law and Litigation:

Provide legal advice, represent RRPS in civil litigation; civil trials and appeals; criminal matters; business and financial, including commercial litigation; construction law; review and/or prepare procurement contracts and leases; review and/or prepare written determinations, requests for proposals; and, provide legal advice and assistance in other procurement matters such as contract administration, negotiations, and protest resolution.

Bond Counsel:

Evaluate and assess financial opportunities through issuance and retirement of revenue bonds.

Labor Law:

Provide advice and counsel with respect to negotiations with organized labor and collective bargaining agreements. Advise, counsel, and represent on compliance with Public Employee Bargaining Act. Advise, counsel, and represent relative to Prohibited Practice Charges; and advise, counsel, and represent the District in mediations, arbitrations, and court and other proceedings related to disputes arising from collective bargaining agreement grievance and/or arbitration procedures.

Employment and Civil Rights:

Review RRPS's current and proposed employment policies and practices to assure compliance with equal job opportunities and affirmative action. Advise on employee benefits, tax, fair labor standards act; and other federal and state employment statutes. Additional human resources matters that fall within the scope of services may include investigation, counsel and representation regarding discrimination, sexual harassment, termination hearings, employee rights, affirmative actions, civil rights; assistance with position classifications, employee records, benefits, policies and procedures, conditions of employment, reduction in force, collective bargaining, grievances, etc. Advise and represent on whistleblower and qui tam actions, actions of equitable relief and other actions not covered by State Risk; and breach of contract. Provide assistance to administrators concerning legal foundations of evaluating and supporting special education programs such as speech and language programs, occupational therapy, gifted services, and autism. Provide assistance to administrators concerning students and staff discipline and/or suspension. Issues may concern specific areas of responsibilities for board members, teachers, administrators, as well as other personnel. Open

meetings, public records, student instruction and services issues e.g., attendance , testing, instruction, etc. are common problems.

Real Estate Legal Services:

Various property and investment transactions and related documents.

Draft and/or review of purchase and sale agreements , oil and gas interests, leases, easements, and other real estate related transactions , and represent the District at closings or court proceedings involving real property.

Public Law - Federal and State:

Offer training workshops to administrators on issues relating to specific areas of responsibility upon request.

Administration:

Attend Board meetings or similar type functions and travel on behalf of RRPS. Media exposure due to the community interest in RRPS must be anticipated.

Be current on the general state of RRPS and advise appropriate RRPS staff of potential problem areas with either existing or upcoming legislation.

Advise RRPS of any issues , which may bear investigation, monitoring, or the like. Periodic status reports on major issues or as may be required by RRPS.

Copy all documents filed with a Court, an administrative authority, or sent to opposing counsel to the Superintendent and the Chief Operations Officer.

Maintain and submit monthly detailed time records, which set forth each activity, the person performing such service, the hourly rate, the time expended in performing such service, and the date such service was performed. RRPS has the right to audit billings both before and after payment, to contest any billing or portion thereof. Minimum billing shall be in .25 hour increments.

At the time of submission of any billing, submit to RRPS a report indicating the current status of any litigation or other project , a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities to be performed during the next billing cycle .

Faithfully perform all services in a professional manner with diligence and care. Counsel is expected to utilize a reasonable degree of technological tools to save time and money (e.g. computerized word processing, and other prudent business technologies etc.).

Note: Prior authorization is required for billing conference charges amongst Contractor attorneys.

Initial Strategy Planning:

Within thirty days (30) of a project assignment, a conference shall be held between RRPS

administrative representatives and outside counsel to establish the initial strategy for the engagement. The conference may be in person or by telephone depending on the complexity of the case and the logistics

involved. The following will be addressed:

A. Information Assessment

Information already developed on the matter and further information needed for the outside counsel to evaluate the scope of the assignment or, in the case of litigation, an evaluation of the liability and potential damages will be shared.

B. Identification of Members of the Team and Other Resources

Outside counsel will be asked to identify for District review and consideration the attorneys and other professional staff members considered for assignment on a particular matter. The RRPS Administrative Representative may request resumes and other information regarding their specific areas of responsibility and qualifications.

The RRPS Administrative Representative needs to know and approve the engagement, qualifications, and billing rates of other resources needed for the representation including, but not limited to, experts, document management systems, or extensive use of external services.

The RRPS Administrative Representative will also provide outside counsel with information about resource people and/or witnesses from the District and the preferred route to contact them.

C. Litigation Plan

If necessary, the creation of a litigation plan must include the initial and ongoing strategy for resolution and be segmented by phases of the litigation. The plan is to be grouped into four to five major phases corresponding to the American Bar Association's Uniform Task-Based Management System ("UTBMS") Litigation Code Set (e.g., case assessment, development and administration; pre-trial pleadings and motions; discovery; trial preparation and trial; and, appeal). The plan shall set forth the objectives of each phase and activities to be undertaken to achieve those objectives. A timetable for the completion of the activities for each phase is to be included. A factual analysis of issues related to liability and damages is to be included. Counsel will provide insight regarding the judge, opposing counsel, jurisdiction, or venue. The litigation plan will be updated by a meeting or phone discussion either when a significant event (defined on page 29) in the case requires a change, or at the conclusion of each litigation phase. Counsel is also to provide the RRPS Administrative Representative with a liability risk exposure estimate.

D. Initial Budget

An initial budget estimate is due 30 days from the date a matter is assigned to outside counsel. Outside counsel is to seek approval from the District before exceeding the initial budget estimate. For non-litigation matters, the District and outside counsel will develop case/matter budget where the activities are grouped into the major categories corresponding to the UTBMS Counseling Code Set and/or Project Code Set, as is appropriate under the

circumstances. For each activity, a "target budget" is developed. Budget targets are flexible and will be revised to reflect unanticipated events ; however , outside counsel must identify its baseline assumptions and these must be agreed to in advance .

For litigation matters, the District and outside counsel will develop a case/matter budget where the activities are grouped into four to five major categories corresponding to the UTBMS Litigation Code Set (e.g., case assessment , development and administration; pretrial pleadings and motions; discovery; trial preparation and trial; and , appeal) . For each activity , a "target budget" is developed. Budget targets are flexible and will be revised to reflect unanticipated events ; however , outside counsel must identify its baseline assumptions and these must be agreed to in advance .

The RRPS Administrative Representative is receptive to alternative fee arrangements , including consultation retainers , fixed pricing by matter or task, incentive pricing, etc., and welcomes proposals of this nature.

Reporting:

A. Litigation Plan and Litigation Budget

Outside counsel will submit a Litigation Plan and Initial Budget as described above, and will thereafter submit an updated Litigation Plan and Litigation Budget as needed to keep District reasonably appraised of litigation strategy and anticipated expenses , but no less than every 6 months during the pendency of the case.

B. Narrative Litigation Risk Analysis

Outside counsel will submit a Narrative Litigation Risk Analysis (NLRA) no less than 90 days prior to trial on the merits or 21 days prior to any settlement conference or mediation, whichever is earlier, or at such earlier time as may be requested by DISTRICT. The NLRA shall include a specification of:

1. Key legal issues which remain to be decided at trial, including those elements of each claim which appear to be;
2. Critical factual findings which will determine the outcome of each key legal issue ;
3. The evidence and arguments which will produce , respectively, a favorable or unfavorable outcome as to each critical factual finding. (In other words, the most salient factual issues and evidence expected to bear on same.);
4. The likelihood of a favorable outcome as to each critical factual finding, each key legal issue, each cause of action, and the likelihood of an overall defense verdict/judgment;
5. The anticipated damages that will be awarded as to each claim in the event of an adverse outcome ;
6. The anticipated attorney's fees and costs yet to be incurred for defense through trial;
7. The anticipated attorney's fees and costs to be awarded to the plaintiff/claimant in the event of an adverse outcome;
8. Viable issues /arguments on appeal from the trial verdict/judgment and the likelihood of a favorable RRPS outcome on each issue; and
9. Outside counsel's recommendation as to what (if anything) RRPS should be willing to

offer to settle the case, in light of the risk and scope of an anticipated adverse outcome versus the expense yet to be incurred to obtain a favorable outcome.

District may request an NLRA at any other time and may request other or additional information in conjunction with an NLRA.

C. Root Cause Analysis

Upon the conclusion of a trial, arbitration or other hearing on the merits which results in a verdict, judgment or other ruling on the merits that is adverse to RRPS, or upon execution of a settlement agreement which involves (a) payment of money to the plaintiff/claimant and /or their attorney and/or (b) equitable relief for the plaintiff/claimant (e.g., rein statement, reversal or modification of discipline, material change to an employee's employment records, affirmative action or obligation imposed upon or undertaken by RRPS), outside counsel will submit a Root Cause Analysis (RCA) to DISTRICT which shall include a discussion of any of the following which outside counsel believes applicable to the outcome of the case:

1. Acts or omissions by RRPS personnel that resulted in the outcome, e.g. , engaging in sexual harassment, unsafe driving, violation of rules or prescribed procedures; failure to train employees (regarding sexual harassment , safety equipment, proper procedures , etc.) ; failure to disseminate information (e.g., about where and how to file a sexual harassment complaint); failure to timely investigate (e.g., a sexual harassment complaint); inadequate monitoring of employee performance or conduct; absence of adequate performance correction or discipline ; failure to enforce a rule or regulation; poor record keeping;
2. Written policies , regulations and procedures and unwritten practices of RRPS or of the relevant department or office of RRPS that materially contributed to the money or equitable relief; i.e., any policy, procedure , or practice which-had it been different- could have prevented the adverse outcome ; and
3. Recommended actions which should be considered by to minimize the possibility for recurrence of such a loss--e .g., promulgation or amendment of a particular policy, procedure or rule ; better or more consistent enforcement of existing rules; training to be given to an employee or group of employees; organizational or structural changes to an administrative area ; corrective personnel action (such as employee or supervisor discipline , performance improvement requirements , transfer); use of management techniques (such as mediation, referral to employee assistance program) ; resources which might be helpful to the relevant RRPS personnel.

The RCA shall be submitted within 30 days from the rendering of a judgment or dispositive order or final execution of a settlement agreement, as applicable.

Staffing:

A. Number

All matters shall be staffed with the minimum number of lawyers consistent with high quality legal services.

B. Level

All matters shall be handled at the most efficient level (partner , associate, paralegal, clerk, or legal/administrative assistant) consistent with high quality legal services.

C. Billing of Staff

Bills are to include detail sufficient to demonstrate that the level of work is appropriate to the level of the person performing it.

D. Duplicate Staffing

RRPS normally pays for only one attorney to accomplish a task. The preparation for and attendance at a deposition, hearing, trial, or meeting by more than one attorney , paralegal, etc. will not be paid unless prior approval is obtained from the RRPS Administrative Representative. RRPS will not pay for any attorney redoing the work of another attorney or for duplicative entries for reviewing and analyzing documents, and legal research. Conferencing among attorneys in the office is generally not compensable, unless the conference is necessitated by a significant legal event and is held at the request of the District. When conferencing is necessary, only the senior attorney's time will be compensable unless prior approval is obtained. If for any reason the firm replaces a team member, the cost associated with the education of the new team member will be the borne by the law firm.

E. Staff and Rate Changes

Once outside counsel identifies the attorneys assigned to represent the District in a specific matter, the attorneys should not be added to or removed from the assignment without prior notice to and approval from the District.

Billing statements should not reflect increases to rates the District has negotiated with the firm, unless the District has pre-approved the rate changes. A Contractor may not submit more than one (1) request for a rate increase per year , per attorney assigned to represent the District. The amount of any such increase shall not exceed an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers from the prior year period's rate for such attorney, and in any event, an attorney's hourly fee shall not exceed the lowest fee charged to any of the Contractor's clients. The signature or other specific, documented approval of the RRPS Administrative Representative must be included on the first invoice submitted after the approval of the rate change. In the absence of such approval, the District will pay billing statements based on negotiated rates.

Time Billing:

All invoices must be submitted electronically and are to be submitted monthly, no later than thirty (30) days following the end of the month in which the services were rendered.

A. All invoices for services performed are to contain at least the following information:

1. The date the task was performed ;
2. No block billing will be allowed;
3. The name of the person performing the task;
4. Iv. A brief but detailed description of the task performed (e.g., drafted [description of document] , or researched [description of precise issue researched], or met with [name of person] about [topic or topics discussed]). All correspondence , pleadings, and other documents drafted or reviewed must be distinctly identified;
5. The time devoted to the task in increments of one tenth of an hour. The time entered must be the actual time expended on each function. Block billing , which groups functions
6. together , must not be used , unless the total time incurred is one tenth of an hour or less. The District will not pay for the following:
 - Preparation of budgets, invoices , routine diary reviews (a review not precipitated by any legal event, phone call, or receipt of correspondence) , status reports which reiterate facts already known by the RRPS Administrative Representative , or responses to billing inquiries;
 - Attendance at weekly staff meetings and any internal firm events such as retreats ;
 - Clerk or paralegal work performed by attorneys ; clerical work performed by paralegals;
 - Secretarial, word processing, proofreading, filing, office machine attendants (photocopy or faxing) , li brar ian, or other clerical services (normal, temporary, or overtime);
 - Training or educating of personnel;
 - Marketing and relationship-building time ; or
 - Basic research on matters presumed to be within the firm's expertise or on matters of common knowledge among reasonably experienced counsel in the locale .

B. The billing rate as previously approved by the District for the person performing the task;

C. An itemized breakdown of routine actual disbursement costs, billed at cost without markups by the firm, including:

1. Photocopies, not to exceed \$0.10 per page , indicating the price per page and the number of copies made ;
2. Long distance telephone calls and long distance fax charges, indicating the date of
3. the call or fax, the telephone number, and total costs .
4. Travel related expenses:
5. Travel outside of the firm's local area (60 MILE RADIUS) requires the pre-approval of the RRPS Administrative Representative.

6. District will pay for travel time at the rate established for the firm's employees, except for the time outside counsel is working on other matters.
7. For automobile travel, the date of travel, the person traveling, destination, purpose, and number of miles must be provided. The District will pay the current IRS mileage rate .
8. Air travel will be reimbursed at economy or coach fare. The actual receipt from the airline ticket must be available upon request.

Expenses for lodging , meals, and transportation are to be at reasonable rates and to fit within the per diem consistent with the most current RRPS travel policy. Outside counsel is expected to exercise prudence in incurring such expenses and in distinguishing between personal expenses and properly chargeable business expenses .

D. No charges are to be billed for any of the following services and items:

1. Internal computer time;
2. Computerized legal research such as Westlaw or Lexis ;
3. Air conditioning, lighting, conference rooms , office supplies, or other costs associated with the maintenance of offices;
4. Parking, unless it is incurred while on District business (and does not include parking at the firm's office);
5. Local telephone or facsimile charges ;
6. Cellular telephone charges;
7. Meals (other than meals with a client or witness , or while away from the firm on approved travel representing the District);
8. Local travel time and expenses , unless approved on a case-by-case basis;
9. Billing of a "miscellaneous" or "other" category of expenses , without specification of each expense ; and
10. Any other expense properly chargeable to overhead or as a capital expense.
11. Credit Card Processing Fees: Contractor will not charge the District for Credit card Processing Fees.
 - a. All invoices shall also include summary information on a separate page indicating the date of invoice ; invoice number , and consolidated time and charges for each person billing.

D. Contractor shall be required to address any concerns or questions about the District billing expectations within their proposal offer submittal. Good communications are the best way to avoid misunderstandings. The District is committed to the prompt payment of billing statements that conform to its requirements.

E. All costs other than routine costs, such as, purchase of software solely to support legal services provided here under , the purchase of professional services for expert consult ants, may be invoiced and will be reimbursable only with the prior written approval of the RRPS Administrative Representative responsible .

Communication in Litigation:

The RRPS Administrative Representative must be involved in and approve all key decisions in litigation matters.

- A. The successful firms will be required to keep the District and the appropriate internal clients apprised regularly as to the progress of the case with monthly status reports and when any significant event occurs. A significant event is any event that potentially affects the evaluation of the liability, nature, or extent of damages of the case, or the strategy that has been identified.
- B. No litigation strategies, filings, or communications should be finalized without approval of the RRPS Administrative Representative. Briefs and other filings should be prepared in near-final draft at least three days before they are due to allow District adequate time to review.
- C. A synopsis or summary of depositions and examinations before trial are to be forwarded to the RRPS Administrative Representative. This summary shall be completed by the attorney who conducted the deposition and include an evaluation of the deponent, as well as an analysis of how this testimony affects the case.
- D. Deposition notices of District witnesses are to be promptly dispatched to the RRPS Administrative Representative. Usually the RRPS Administrative Representative will be responsible for contacting the prospective District deponent, collecting necessary documentation, and forwarding the documentation to outside counsel.
- E. All settlement demands must be treated as significant events and forwarded to the RRPS Administrative Representative immediately upon receipt. Any response to a settlement demand must be discussed with the RRPS Administrative Representative. Settlement offers must not be conveyed by outside counsel unless first discussed and agreed to in advance by the District.

Conflicts:

RRPS will require outside counsel to comply with all applicable professional guidelines, and District Policies, including those governing conflicts. Prior to beginning work on any District matter, the firm should identify, disclose, and clear to the satisfaction of the RRPS Administrative Representative any potential conflict of interest. Any conflicts that arise or may arise after the commencement of work for the District shall be disclosed to and resolved with the RRPS Administrative Representative.

Media Contacts:

Outside counsel is prohibited from making statements to the media on behalf of the District without express authorization from the District Superintendent or School Board. Outside counsel should refer all media inquiries to the District or, if the RRPS Administrative Representative is not immediately available, to the Parent, Community and Staff Engagement Office. To report matters directly to the Communications, Strategy and Engagement Office, the contact is Beth Pendergrass who can be reached at 505-896-0667.

Reputation Protection:

The District's reputation is a highly valued asset. We expect that outside counsel will be vigilant about both identifying risk and communicating that risk effectively to RRPS.

4. ATTORNEYS AND HOURLY RATES: RRPS will pay for Certified Legal Assistant and Paralegal services at the rate of \$ _ _ _ per hour. In addition to RRPS shall reimburse Contractor, at cost, for all out-of-pocket expenses , including reproduction, printing , courier services , te le phone , taxes , travel and the like , which are reasonably incurred by Contractor in the course of the representation. A non-exhaustive list of examples of expenses for which RRPS shall reimburse Contractor is:

- (1) mileage for travel by automobile at the rate of \$ _____ per mile;
- (2) photocopies at \$ _____ per page;
- (3) electronic legal research at \$ _____ cost;
- (4) airfare, car rental, meals and hotel accommodations; common carrier travel will be billed at lowest fare available, out-of-town lodging will be at economical hotels or motels and meals will be charged at \$ _____ cost;
- (5) litigation expenses such as filing fees, deposition costs, expert witnesses;
- (6) long distance telephone charges at \$ _____ cost; and
- (7) outgoing faxes will be billed at \$ _____ per page.

There shall be no charge for incoming faxes. Contractor shall seek prior approval for any single item of reimbursable expense reasonably expected to exceed \$500.00. All Reimbursable expenses shall be listed on the monthly bill.

Routine secretarial functions are considered part of normal office overhead and shall not be billed. Examples of routine secretarial functions include organizing a file , typing subpoenas or other documents , preparing routine forms and pleadings, etc.

The parties agree to discuss annually the rates as established in this agreement consistent with the Contractor's proposed rate adjustments as proposed in the Contractor's proposal.

Contractor shall be paid no less often than monthly upon receipt by RRPS of a properly documented invoice for monthly payments as determined by the budgetary and fiscal guidelines for RRPS. The Contractor shall follow any policies and procedures, which may from time to time be established by RRPS for the efficient and cost effective processing of its business. The procedures may include a change in the format and requirements for billings submitted.

The Contractor shall maintain and submit monthly detailed time records which set forth each service rendered in each matter, the person rendering such service , the hourly rate, the time expended in rendering such service , and the date such service was rendered. RRPS has the right to audit billings both before and after payment , to contest any billing or portion thereof. Minimum billing shall be in .25 hour increments.

At the time of submission of any billing, Contractor will be required to submit to RRPS a report summarizing the activities undertaken for which the billing is being submitted and a plan for future activities which the Contractor intends to perform during the next billing cycle.

5. INDEMNIFICATION AND INSURANCE: Contractor shall indemnify and hold harmless RRPS, its officers and employees for any loss, cost, damage or liability caused to its employees, students, consultants or business or other invitees arising out of, or in connection with, or as a result of performance occasioned by the negligence or other fault, by act or omission of the Contractor, its agents, employees or subcontractors.

The Contractor agrees that it and its subcontractors (if any) will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth *above* and further agrees to maintain workers' compensation coverage covering all persons employed in the performance of the Agreement. Contractor shall provide RRPS with proof of insurance.

The Contractor agrees to defend, indemnify and hold harmless RRPS and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall be secured by professional liability and malpractice insurance *coverage* of Contractor in an amount not less than \$1,000,000.00 per incident.

6. INTEREST OF CONTRACTOR: The Contractor represents and agrees that it presently has no direct or indirect interest and shall not acquire any direct interest that conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. *Furthermore, the Contractor acknowledges RRPS as its' primary educational client and agrees to provide Services to RRPS accordingly.* RRPS recognizes that Contractor is General Counsel for Governing Board of the Rio Rancho Public Schools. The Contractor further agrees that no person having a conflict of interest will be employed to perform Services.

The Contractor hereby agrees to report to RRPS, in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of RRPS. Such situations include but are not limited to instituting suit against RRPS, any of its employees or departments or providing lobbying services on behalf of another governmental or educational client regardless of whether a conflict does exist under the Code of Professional Responsibility or Disciplinary Rules or whether the subject matter of the litigation to be RRPS has the potential of a conflict of interest as related to the Contractor's representation of RRPS under this contract.

Upon notification of such a conflict, RRPS will inform the Contractor in writing within ten (10) days of receipt of the notification that RRPS will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with the Services in the conflict situation, informing RRPS should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease the Services, or if the Contractor fails to notify RRPS of a potential conflict, RRPS may terminate this contract upon one (1) day's notice. Contractor agrees to compensate RRPS for any fees and costs incurred by RRPS to obtain alternate Services, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdraw from representation.

7. REPORTING: Contractor will be required to provide periodic reports on all issues or projects being handled by the Contractor for RRPS including, but not limited to, the status of projects, steps to be taken either by Contractor or RRPS for successful completion of matter, projected cost of completion and identification of particular problems.

In addition, Contractor shall be required to attend monthly Governing Board meetings, which are held the second Tuesday of each month, to present before the Board a monthly legal services report, utilizing the reporting format outlined in Attachment "A". In preparation of scheduled and unscheduled meetings Contractor may be called upon to review agendas for meetings in advance and consult with the President and Board members regarding anticipated issues.

All documents filed with a Court, or an administrative authority, or sent to opposing counsel shall be copied to the Superintendent and the Chief Operations Officer.

The Contractor shall deliver to RRPS for approval and acceptance, and before eligible payment for any amount due, all documents and materials prepared by and for RRPS under this Agreement.

8. PERIODIC TRAINING: Throughout the term of this agreement, Contractor is to consult with the President of the Governing Board and the Superintendent in an effort to identify legal issues in which RRPS administrators and staff could benefit from training and prepare and present training seminars on these issues. The training seminars are to emphasize issues which are fundamental to the operation of RRPS and are to include training in subject requirements imposed by new legislation or recent developments and in which employees may need refresher coursework; which will include open meetings and public records questions, conflict of interest issues, and the range of concerns that arise due to procurement laws, state auditor regulations, gross receipts tax issues and the application of the anti-donation clause of the New Mexico Constitution.

9. POLICIES AND PROCEDURES: In addition to providing periodic training programs, the Contractor is to periodically review the written policies and actual practices of various RRPS departments, as identified by the Superintendent, to ensure compliance with applicable laws and regulations.

10. TERMINATION AND DELAYS: If Contractor, for any cause, fails or omits to carry out the Services in an acceptable manner RRPS may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by RRPS. In such event, RRPS may otherwise secure the Services, and Contractor shall be liable for damages suffered by RRPS, including incidental and consequential damages.

In the event of a for-cause termination, RRPS shall terminate this Agreement by delivering to Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

If, after notice of termination, RRPS determines Contractor was not in default, or if Contractor's default is due to failure of RRPS, termination shall be deemed for the convenience of RRPS.

Termination for convenience of RRPS. On thirty (30) calendar days' written notice to Contractor, RRPS may terminate this Agreement in whole or in part for its own convenience in the absence of any default of Contractor.

On thirty (30) calendar days' written notice to RRPS, Contractor may terminate this Agreement for any reason.

In the event of a no-cause termination, RRPS shall terminate this Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to RRPS all documents and any or all other materials developed, prepared or held under this Agreement. Upon delivery of such notice, the contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

The rights and remedies of RRPS provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word "Contractor" includes Contractor and its subcontractor at any tier.

11. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing services for RRPS and neither the Contractor nor its agents or employees shall, as a result of this Agreement, accrue leave, retirement, insurance, bonding authority, or any other benefits, prerequisites or allowances normally afforded only to employees of RRPS. The Contractor acknowledges that all sums received under this Agreement are reportable by it for income, self-employment and other applicable taxes.

12. ASSIGNMENTS: The Contractor shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written consent of RRPS.

13. SUBCONTRACTING: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written consent of RRPS.

14. PUBLICATION, REPRODUCTION AND USE OF MATERIALS: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country by or on behalf of the Contractor. RRPS shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials, unless confidential or privileged in nature, which are prepared under this Agreement.

15. FUNDING AVAILABILITY: The terms of this Agreement are contingent upon sufficient funding being available as determined by RRPS.

16. APPROVALS REQUIRED: This Agreement shall not be binding on RRPS until signed by the signatories required on the signature page thereof being rendered.

17. TAXPAYER IDENTIFICATION: The Contractor shall provide RRPS with its applicable taxpayer identification numbers for state and federal tax purposes.

18. RELEASES: Upon final payment of the amount due under the terms of this Agreement, the Contractor releases RRPS, its officers and employees from all liabilities, claims and obligations arising from or under the terms of this Agreement. The Contractor agrees not to purport to bind RRPS to any obligation not assumed herein by it unless RRPS has

expressly authorized the Contractor to do so and then only within the strict limits of that authority.

19. CONFIDENTIALITY: Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of RRPS.

20. AMENDMENTS: This Agreement shall not be altered, changed or amended except by mutual agreement of the parties evidenced by an instrument in writing executed by the parties hereto.

21. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct deficiencies.

22. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New Mexico. Any action regarding this Agreement shall be brought in the County of Sandoval, State of New Mexico.

23. ARBITRATION: All disputes under this Agreement, at election of either party, shall be submitted to arbitration at the choice of either party and shall be governed by the New Mexico Uniform Arbitration Act (N.M. Stat. Ann. §§ 44-7-1 et seq.). All cases for arbitration shall be submitted to a panel of three arbitrators, one of whom shall be named by RRPS, one by Contractor, and these two to select the third member of the panel. A majority decision of the panel shall be considered binding. The expenses and fees of the arbitration panel shall be borne equally by the parties. The arbitration panel shall not have the power or authority to award punitive damages or to shift costs or attorney's fees from one party to another. Either party shall have the right to apply to a court of the Second Judicial District Court of the State of New Mexico to reduce the arbitration panel's award to judgment.

24. NOTICE: The State of New Mexico Procurement Code, § 13-128 through § 13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

25. DOCUMENTS INCORPORATED BY REFERENCE: The following documents are incorporated into this Agreement and hereby made an integral part thereof:

RRPS Request for Proposal entitled "Legal Services" ("RFP #2018-018-ADM ")

In the event of a conflict between documents, the following order of precedence applies: This Agreement; RFP #2018 - 018 -ADM Contractor's Proposal.

26. NOTICES: All notices and other communications required or permitted under this Agreement shall be in writing and, except as otherwise provided in this Agreement, will be deemed given when delivered personally, sent by United States registered or certified mail (return receipt requested) or sent by overnight courier.

Rio Rancho Public Schools
Attn: Michael Madrid CPPB
Purchasing Agent
500 Laser Road NE
Rio Rancho, NM 87124

Contractor: _____ Business Name: _____

Attn: _____

Address:

City, State, Zip Code: _____

27. FORCE MAJEURE: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing to perform or late in performing.

28. SEVERABILITY: If any provision of this Agreement is found invalid or unenforceable, the remainder of the contract will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected.

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

Rio Rancho Public Schools:

By: _____
Name & Title

Contractor:

By: _____
Name & Title

TO: RRPS Governing

FROM:

DATE:

RE: Reporting period: _____

Dear Board Members:

The following is a report to the Board of the work performed by our firm for the month of _____. The number of hours worked is _____.

(Counsel Name)

- 1.
- 2.
- 3.

Sincerely,

By : _____

**EXHIBIT E
OFFER SIGNATORY
FORM**

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP:

REQUIRED EXHIBITS

Exhibit A: Exhibit B: Exhibit C: Exhibit E: DEBARMENT/SUSPENSION STATUS &
NON-COLLUSION AFFIDAVIT FORM
RESIDENT VETERANS PREFERENCE
CERTIFICATION (IF REQUIRED)
CAMPAIGN CONTRIBUTION
DISCLOSURE FORM OFFER SIGNATORY
FORM

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No: _____ Date: _____

Addenda No: _____ Date: _____

Addenda No: _____ Date: _____

**RESIDENT BUSINESS , RESIDENT CONTRACTOR, AND RESIDENT VETERAN PREFERENCE
CERTIFICATION**

To receive a resident business preference pursuant to § 13-1-21 NMSA 1978 or a resident contractor preference pursuant to § 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. In addition, the attached "Resident Veteran Preference Certification" form (Exhibit B) must filled out, signed and accompany any RFP from any business wishing to receive a resident veterans preference.

RESIDENT PREFERENCE NUMBER: _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws, regulations, or any other related clauses included in this RFP.

Company Name:

Address:

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email:

New Mexico Gross Receipts Tax No:

Federal Employer ID Number (FEIN):

Signature of Authorized Representative: _____

Printed/Typed Name: _____

Title: _____ Date:
