



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

**Request for Proposals Number: RFP No. 2018-020–HR
TITLE: Pre-Paid Legal Services**

**Submittal Due Date: July 12, 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 México 87124
michael.madrid@rrps.net

OTHER INFORMATION:

Freight Terms: FOB Destination Payment
Terms: NET 30

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**SECTION I
INTRODUCTION**

PURPOSE OF THIS REQUEST FOR PROPOSALS

The Rio Rancho Public School District (“District”) is soliciting competitive sealed proposals from qualified firms to provide a voluntary, group Prepaid Legal Services program to the District’s employees. The successful offeror or offerors will provide a range of prepaid legal services in the areas of legal services described within this Request for Proposals (RFP). The District invites you to submit an offer for the material(s) and/or services identified and described within this 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 statutes prohibit bribes, gratuities, and kickbacks and violations of such statutes carry criminal penalties..

**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: **June 18, 2018**
2. Cut Off Date for Written Question Submittals: **July 02, 2018 @ 3:00 p.m.**
3. RFP Amendments: **July 5 2018**
4. Submission of Proposal Deadline: **July 12, 2018 at 2:00 PM MST**
5. Proposal Evaluation **TBD**
6. Notice of Finalists: **TBD**
7. Interviews with Finalists **TBD**
8. Notice of Award **TBD**
9. Contract Negotiations Owner and Successful Offeror(s) **TBD**

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; July 02 2018**. All written questions/clarifications should be sent to the District Purchasing Office. No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the District's Chief Procurement Officer (CPO).
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: **2018-020-HR**
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 (Optional) - 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 (Optional) - 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, five (5) 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 (30) pages (printed sheet faces) of text and /or graphic material. Pages that are excluded from the total page count of 30 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 (30) 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).
- Offeror Pricing
- Offeror References

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. Organizational Qualifications/Client Service/Administrative Capabilities**
- B. Past and current performance form reference inquiries**
- C. Offeror's proposal response in terms of clarity completeness and adherence to instructions ease in finding required information, ease in facilitating evaluation**
- D. 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 1 3-1 - 1 20(B), (6) NMSA 19 78; 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 19 78.

"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 must 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 painting.

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.O.B

Unless stated otherwise, the price for goods is F.O. 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 /o r 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 further 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 agree me nts, 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.

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.

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.

SECTION VII SCOPE OF SERVICE

A. Background.

There are approximately 2200 employees eligible (eligibility is based on thirty (30)/twenty (20) hours of work per week) for employee benefits. The District seeks to include group voluntary prepaid legal services through the Contractor awarded through this RFP to all eligible employees as an optional benefit. Employee premiums for group benefits are payroll deducted. There are twenty-six (26) payroll periods, annually. For the purposes of this RFP, benefits should provide coverage similar to current benefit programs offered by Rio Rancho Public Schools.

B. Scope of Service Requirements

Proposals shall explain how the Offeror will provide the following items and coverages:

1. Provide a voluntary, group, pre-paid legal services plan (“Plan”) for the District’s eligible employees and their households. The plan year is July 1st through June 30th. The effective date of contract will be determined at the date RRPS awards the procurement. There shall be no limitation as to the number of events or the number of dependents of a Plan Member having recourse to such benefits. There shall be no minimum participation requirements.
2. Provide a one or two page benefits overview and all associated costs, including fee structures that would be presented to the employees.
3. Provide a copy of the enrollment application or package.

4. Provide your method and plan for providing services to District employees (includes start-up and ongoing).

5. Provide a list and experience of all personnel that would work with District employees on this contract.

6. Provide four (4) references, from entities similar to District, for whom you have provided the type of services described herein within the last five (5) years. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual the District has your permission to contact.

7. The following outlines the minimum performance requirements to be addressed of this request.

- a. Proposers shall make available a full-service toll -free call center.
- b. Proposers shall make available full service member website.
- c. Proposers shall accept enrollment and disenrollment files from the District.
- d. Proposers shall accept the District's self-billing practices.
- e. Proposers must be available to attend approximately 1 annual enrollment events, and benefit fairs.
- f. Proposers must be dedicated to high levels of customer service and satisfaction.
- g. Proposers must provide educational brochures and other materials that clearly explain the available legal services at no additional cost.
- h. Proposers shall provide a qualified project team within the Proposer's company.
- i. Proposers shall have experience related to the work or services outlined in the Scope of Work.
- j. Proposers shall provide quarterly reporting at a minimum of: paid premium and claims utilization reported by type of service.
- k. Proposers shall have quality control measures in place to monitor the quality of legal services performed for participants and their dependents.
- l. Proposers shall describe the criteria used by the Proposer to select qualified legal firms and individual attorneys on it approved list of legal service providers.
- m. Proposers shall describe the procedures used to monitor the quality of legal service provided by the firms or individuals listed on the proposer's approved list of legal service providers.

8. Additional Information concerning Provider Organization and Performance.

- a. Are senior managers of your company also attorneys?
- b. Summarize any legal action taken **against** your organization in the past three years, including number of suits, causes of action, outcomes and the amount of any monetary settlement or judgement?
- c. Is your plan an insurance plan or a discount plan?

- d. Do you have an electronic attorney panel to respond to member questions?
- e. Describe the credentialing and updating process you use for attorneys and firms in your network.

9. Plan Benefits.

- a. Proposals shall include an explanation of the proposer's capabilities in meeting the following requirements: submitted via e-mail?
- b. Describe your customer service department. Include staffing, and average time of staff experience. Do you have attorneys on staff?
- c. Who manages the customer service department? Have they practiced law?
- d. How many customer service reps answer the phones in your call center? Are they dedicated to Group Legal Plans?
- e. What is the process for handling escalated calls/problems?
- f. What measures do you take to ensure that information by CSRs is correct and accurate?
- g. What is your average turnaround time for written inquiries? Voicemail inquiries? E-mail inquiries?
- h. Please explain the procedures for submitting and processing a claim.?
- i. What methods do you use to monitor employee satisfaction with your services, whether provided through a network or not?
- j. Do you have a grievance process? Please describe. Are grievances required to be written? How are grievances processed?
- k. Does your dispute resolution process require arbitration as the final step?
- l. Please list all reports provided to client and reporting frequency.
- m. Are attorneys assigned or does the member have a choice within network?
- n. What is your attorney process standard? Do you guarantee a certain standard of access i.e. 95% within 10 miles?

10. Benefits shall be available for the following persons, in addition to the named plan member/employee, who shall be related to the plan member/employee as follows with written authorization from eligible plan member:

- a. Spouse, residing in same residence or committed domestic partner as defined in NMAC 6. 50.1. (N).

- b. Any unmarried child (adopted and step child) under 18 years of age and dependent upon the plan member for support and maintenance;
 - c. Any unmarried child (including adopted and step child) under 25 years of age, whether or not living at the Plan Member's residence, who is dependent upon plan member for support and maintenance and is a full-time student in high school, college, university, etc. (written proof from institution may be required) and is residing on or near such school in pursuit of such studies.
- 10 The following legal services shall be provided in the state of New Mexico by a Designated Attorney:
- a. A free consultation at the Attorney's office, by telephone or otherwise;
 - b. Actions by consumer against manufacturers, distributors or service agencies when based on warranties or guarantees, whether implied or expressed;
 - c. Preparation of Wills and Living Wills, Durable Power of Attorney, Simple Trusts including periodic review and revision of wills and also includes preparation of simple trusts, living wills and durable powers of attorney;
 - d. Estate planning to include consultation and advice concerning planning the covered person's estates, including consultation with the member's financial planners or accountants;
 - e. Civil Actions as Plaintiff – Up to and including trial for all civil cases where there is a legitimate cause of action and is not a frivolous case, ***provided that this coverage will exclude civil actions in which the employee or household member is a plaintiff, third party plaintiff or other party alleging an adverse claim or claims against the District;***
 - f. Civil Actions as Defendant in all cases. This includes representation through trial;
 - g. Adoptions including step-parent and otherwise;
 - h. Real Estate Transactions with legal assistance in connection with the sale or purchase of a family dwelling used by Plan member as a dwelling place;
 - i. Insurance Law – Representation and consultation in all matters between the plan member and any insurance company with which the plan member has dealings or relations;
 - j. Landlord/Tenant Law concerning lease or rental of the plan member's dwelling in plan member's capacity as tenant;
 - k. Traffic Violations for non-criminal moving traffic violations;
 - l. Preparation of normal and customary legal documents and legal forms;
 - m. Change of Name;
 - n. Probate of Wills - Representation in the appropriate court for judicial determination of death and heirship claims where Plan Member is Personal Representative, heir or beneficiary;
 - o. Defense of Juveniles – Representation of Plan Member's minor (under age 18) dependent children in judicial proceedings;
 - p. Family Law – Legal representation for family law matters including:

- 1) Contested and Uncontested Divorce;
 - 2) Child Support
 - 3) Child Custody;
 - 4) Post Judgment Enforcement;
 - 5) Post Judgment Modification;
 - 6) Annulment;
 - 7) Guardianships.
- q. Criminal Violations – Representation for criminal misdemeanors with service available through trial in state courts;
 - r. DWI/DUI– Representation for defense of Driving –While-Intoxicated charges, including driving with unlawful blood alcohol level (DUBAL). This includes driving under the influence, and any other alcohol or drug related traffic offenses similar to these offenses;
 - s. Personal Injury – Including auto accidents, medical malpractice and similar causes of action; ***provided that this coverage will exclude civil actions in which the employee or household member is a plaintiff, third party plaintiff or other party alleging an adverse claim or claims against the District;***
 - t. Bankruptcy- Chapter 7. Coverage includes consultation, preparation of petition and Schedules, attendance at 341 meeting of creditors;
 - u. Immigration – Visa Extensions – Defined as application for extension of any existing visas where eligible for said extensions;
 - v. Naturalization – Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services;
 - w. Deportation (Now Known as Removal) – Advice, consultation and appearance before the U.S. Immigration Court to provide members with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge
 - x. Business Law – Legal advice and preparation for Plan Member for one (1) corporation, partnership, or similar business entity;
 - y. All other legal matters – Designated Attorneys shall provide legal representation for all other limited or non-covered legal matters for a discount from their normal hourly rates;
 - z. Identity Theft- Including proactive monitoring, comprehensive credit and identity protection, identity theft recovery assistance, fraud alert notification. Risk analysis, education and repair services shall be included.

11. Please list any other covered services that are not indicated above

C. Any limit on the number of hours for the above that may be used during a plan year must be stated in the response to this proposal.

D. Legal Service Provider Network

1. All attorneys on the panel must be members in good standing of the State Bar Association in the state in which the legal services are performed
2. Proposers must have a comprehensive attorney network in Sandoval County and Bernalillo County and provide adequate access to services throughout the geographic area to permit access and provide satisfactory and timely legal services.
3. Attorneys and firms within the Proposer’s service provider network shall maintain Professional Liability Insurance during the course of each legal services representation with limits in the minimum amount of \$1,000,000 and annual aggregate of \$2,000,000. Coverage shall be with insurers authorized to do business in the State of New Mexico. It shall be the Proposer’s responsibility during the term of the contract awarded to certify annually to the District that each attorney or firm, as applicable, within the service provider network maintains the required coverage. The Proposer shall maintain records reflecting the insurance coverage requirements of this section and shall provide copies of such records to the District on request.

E. Performance Guarantees

Proposers shall include performance guarantees in the following areas

1. Average speed to answer
 2. Call abandonment rate
 3. Quarterly reporting
 4. Member satisfaction
- H Please list any other covered services that are not indicated above

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.

A. 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 laws and have a minimum of five (5) years experienced working in the fields listed in B. 10 of VII above.

B. EVALUATION CRITERIA

A. Organizational Qualifications / Client Service / Administrative Capabilities (50 Possible Points)

Comprehensiveness of services offered, including:

- Types of services
- Promptness of access/response
- Quality of panel of individual service providers
- Type of services and consistency of approach among licensed staff

Comprehensiveness of services offered, including

- Administrative
- Promotional
- Training and other services offered

Offer's ability to:

- Execute contract terms
- Financial Stability
- Fee Guarantee Period
- Past Service results
- Stability of Service providers

B Past and current performance reference inquiries (10 Possible Points)

C Offer's proposal response in terms of clarity, completeness and adherence to instructions ease in finding required information, ease in facilitating evaluation (5 Possible Points)

D Cost (35 Possible Points)

C. 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
PRE-PAID LEGAL SERVICES
RFP #2018-020-HR

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 NM 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
PRE-PAID
DRAFT 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 Pre-paid Legal Services;

NOW, THEREFORE, the parties agree as follows:

WHEREAS, the District issued a Request for Proposal, **RFP No. 2018-020-HR for Pre-paid Employee Legal Services Insurance**; and, attached hereto as **Exhibit A**; and

WHEREAS, the Contractor submitted its Proposal; dated _____, 2004, **RFP No. 2018-020-HR for Employee Legal Services Insurance**, attached hereto as **Exhibit B**; and

WHEREAS, the Rio Rancho School District desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Work: The Contractor shall perform the following services in a satisfactory and proper manner, as determined by the District:

Provide Services in accordance with RFP #2018-020-HR

2. Time of Performance: The Agreement shall become effective upon the date of final execution of the Agreement and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

3. Compensation and Method of Payment: A.) For performing the services specified in pricing section, the District agrees to pay the Contractor in accordance with approved pricing schedule which includes any applicable gross receipts taxes and which amount shall constitute full and

complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services;

Method of Payment: Such amount shall be paid to the Contractor upon receipt by the District a properly documented invoice. Such invoice will be paid as determined by the budgetary and fiscal guidelines of the District and on the condition that the Contractor has accomplished the Scope of Work outlined herein, to the satisfaction of the Rio Rancho School District.

4. Independent Contractor: Neither the Contractor nor its employees are considered employees of the Rio Rancho Public Schools for any purpose whatsoever. The Contractor is considered to be an independent Contractor at all times in the performance of the services described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the District under its provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees.

5. Personnel: **A.)** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the District; **B.)** All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services; **C.)** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the District. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity: The Contractor hereby agrees to hold harmless, indemnify and defend the District, and the Union or bargaining unit member, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from any tortious or fraudulent conduct of the Contractor. Provided, however, nothing in this Contract shall be construed to require the Contractor to defend, indemnify and hold harmless the District, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees resulting from the negligence of the District, its officers, agents and employees.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Contract.

7. Insurance: The Contractor shall not commence any work under this Agreement until the insurance required in the RFP has been obtained and the proper certificates (or policies) have been submitted to the District.

8. Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any individual based on age, race, creed, gender, religion, natural origin, physical or mental disability or Veteran status.

9. Reports and Information: At such times and in such forms as the District may require, there shall be furnished to the District such statements, records, reports, data and information, as the District may request pertaining to matters covered by this Agreement.

10. Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the District with respect to all matters covered by this Agreement. Except as otherwise authorized by the District, such records shall be maintained for a period of three (3) years after receipt of final payment under this agreement.

11. Audits and Inspections: At any time during normal business hours and as often as the District may deem necessary, there shall be made available to the District for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the District to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions

of employment, and other data relating to all matters covered by this Agreement.

12. Publication, Reproduction and Use of Material: 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. The District shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

13. Compliance with Laws: In providing the Scope of Work outlined herein, the Contractor shall comply with all applicable laws, ordinances, and code of the Federal, State, and local governments.

14. Changes: The District may, from time to time, request changes in the Scope of Work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the District and the Contractor, shall be incorporated in written amendments to this Agreement.

15. Assignability: The Contractor shall not assign any interest in this Agreement (whether by assignment or novation), without the prior written consent of the District thereto.

16. Non-Appropriation Clause: The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the Rio Rancho School Board for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Rio Rancho School Board, this Agreement shall terminate upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

17. Termination for Convenience of District: The District may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the District as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensations previously made.

18. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

19. Enforcement: The Contractor agrees to pay to the District all costs and expenses including reasonable attorney's fees incurred by the District in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

20. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether before the execution hereof or contemporaneous herewith.

21. Applicable Law: This agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New Mexico and, where applicable, the laws, rules and regulations of Bernalillo District.

IN WITNESS WHEREOF, the District and the Contractor have executed this Agreement as of the date first above written.

Rio Rancho Public Schools:

By: _____
Name & Title

Contractor:

By: _____
Name & Title

**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 veteran's 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: _____