**Civil Legal Services Commission and**

**State of New Mexico**

**Department Of Finance and Administration**

**Professional Services**

**Request for Proposals (RFP)**

**Civil Legal Services for Low-Income Persons Living In New Mexico**



**RFP#**

**RFP#**

**22-341-23-16914**

**Issuance Date: March 11, 2022**

**Due Date: April 11, 2022**

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

**Table of Contents**

[I. INTRODUCTION 4](#_Toc97815278)

[A. Purpose of This Request for Proposals 4](#_Toc97815279)

[B. Background Information 4](#_Toc97815280)

[C. Scope of Procurement 4](#_Toc97815281)

[D. Scope of Work 5](#_Toc97815282)

[E. Definition of Terminology 6](#_Toc97815283)

[F. Procurement Manager 9](#_Toc97815284)

[G. Procurement Library 9](#_Toc97815285)

[H. Proposal Electronic Submission 9](#_Toc97815286)

[II. Conditions Governing the Procurement 10](#_Toc97815287)

[A. Sequence of Events 10](#_Toc97815288)

[B. Explanation of Events 10](#_Toc97815289)

[1. Issuance of RFP 10](#_Toc97815290)

[2. Acknowledgement of Receipt Form Due 10](#_Toc97815291)

[3. Deadline to Submit Written Questions 11](#_Toc97815292)

[4. Response to Written Questions 11](#_Toc97815293)

[5. Submission of Proposal 11](#_Toc97815294)

[6. Proposal Evaluation 11](#_Toc97815295)

[7. Selection of Finalists 12](#_Toc97815296)

[8. Finalize Contracts 12](#_Toc97815297)

[9. Contract Awards 12](#_Toc97815298)

[10. Protest Deadline 12](#_Toc97815299)

[C. GENERAL REQUIREMENTS 13](#_Toc97815300)

[1. Acceptance of Conditions Governing the Procurement 13](#_Toc97815301)

[2. Incurring Cost 13](#_Toc97815302)

[3. Prime Contractor Responsibility 13](#_Toc97815303)

[4. Subcontractors/Consent 13](#_Toc97815304)

[5. Amended Proposals 13](#_Toc97815305)

[6. Offerors Rights to Withdraw Proposal 13](#_Toc97815306)

[7. Proposal Offer Firm 13](#_Toc97815307)

[8. Disclosure of Proposal Contents 13](#_Toc97815308)

[9. No Obligation 14](#_Toc97815309)

[10. Termination 14](#_Toc97815310)

[11. Sufficient Appropriation 14](#_Toc97815311)

[12. Legal Review 14](#_Toc97815312)

[13. Governing Law 14](#_Toc97815313)

[14. Basis for Proposal 14](#_Toc97815314)

[15. Agreement Terms and Conditions 14](#_Toc97815315)

[16. Offeror Qualifications 15](#_Toc97815316)

[17. Right to Waive Minor Irregularities 15](#_Toc97815317)

[18. Change in Contractor Representatives 15](#_Toc97815318)

[19. Notice of Penalties 15](#_Toc97815319)

[20. Agency Rights 15](#_Toc97815320)

[21. Right to Publish 15](#_Toc97815321)

[22. Ownership of Proposals 15](#_Toc97815322)

[23. Confidentiality 15](#_Toc97815323)

[24. Electronic mail address required 16](#_Toc97815324)

[25. Use of Electronic Versions of this RFP 16](#_Toc97815325)

[26. New Mexico Employees Health Coverage 16](#_Toc97815326)

[27. Disclosure Regarding Responsibility 16](#_Toc97815327)

[28. Letter of Transmittal 17](#_Toc97815328)

[29. Campaign Contribution Disclosure Form 18](#_Toc97815329)

[30. New Mexico Preferences 18](#_Toc97815330)

[III. Response Format and Organization 19](#_Toc97815331)

[A. Number of Responses 19](#_Toc97815332)

[B. Number of Copies 19](#_Toc97815333)

[C. Proposal Format 20](#_Toc97815334)

[IV. Specifications 21](#_Toc97815335)

[A. Mandatory Specifications 21](#_Toc97815336)

[1. Eligibility 21](#_Toc97815337)

[2. Financial Stability 22](#_Toc97815338)

[3. Disclosure Regarding Responsibility 22](#_Toc97815339)

[4. Letter of Transmittal Form 22](#_Toc97815340)

[5. Campaign Contribution Disclosure Form 22](#_Toc97815341)

[6. Cost Response Form 22](#_Toc97815342)

[B. Desirable Specifications 23](#_Toc97815343)

[1. Statement of Need 23](#_Toc97815344)

[2. Organizational Experience 23](#_Toc97815345)

[3. Organizational Capability 23](#_Toc97815346)

[4. Services 24](#_Toc97815347)

[C. New Mexico Preferences 24](#_Toc97815348)

[V. Evaluation 25](#_Toc97815349)

[A. Mandatory Specifications 25](#_Toc97815350)

[1. Eligibility 25](#_Toc97815351)

[2. Financial Stability 25](#_Toc97815352)

[3. Disclosure Regarding Responsibility 25](#_Toc97815353)

[4. Governmental Conduct Act 25](#_Toc97815354)

[5. Letter of Transmittal Form (Appendix C) 25](#_Toc97815355)

[6. Campaign Contribution Disclosure Form (Appendix D) 25](#_Toc97815356)

[7. Cost Response Form (Appendix E) (30 points) 26](#_Toc97815357)

[B. Desirable Specifications 26](#_Toc97815358)

[1. Statement of Need (5 points) 26](#_Toc97815359)

[2. Organizational Experience (10 points) 26](#_Toc97815360)

[3. Organizational Capability (15 points) 26](#_Toc97815361)

[4. Services (40 points) 26](#_Toc97815362)

[C. New Mexico Preferences 26](#_Toc97815363)

[VI. EVALUATION PROCESS 27](#_Toc97815364)

[Appendix A – Draft Contract 28](#_Toc97815365)

[Appendix B - Acknowledgement of Receipt Form 37](#_Toc97815366)

[Appendix C – Letter of Transmittal Form 38](#_Toc97815367)

[Appendix D - Campaign Contribution Disclosure Form 39](#_Toc97815368)

[Appendix E – Cost Response Form 42](#_Toc97815369)

# I. INTRODUCTION

## A. Purpose of This Request for Proposals

The New Mexico Civil Legal Services Commission (“Commission”) and the Department of Finance and Administration (“Agency”) are soliciting sealed proposals to establish one or more contracts throughout the state of New Mexico through the competitive process to provide high quality civil legal services to low-income persons in New Mexico.

The goal of the effort is to increase and coordinate statewide access to high quality civil legal services for low-income persons in New Mexico through direct and technology-based contact.

## B. Background Information

Meaningful access to the civil legal system is a basic tenet of our system of justice. Evidence collected by the Access to Justice Commission (ATJ) demonstrates that across the State legal aid providers are unable to serve approximately two applicants for every applicant they do serve. The unmet legal need in New Mexico is even greater than in other states because of our relatively high rate of poverty. Over 40% of New Mexicans qualify for legal aid at 200% of the federal poverty guideline.

Recognizing the unmet legal needs of New Mexico’s low-income population, the New Mexico Legislature 1) created the Civil Legal Services Fund; 2) created the Civil Legal Services Commission which is authorized to establish rules and procedures for the Fund, solicit proposals for the provision of civil legal services, and enter into contracts with eligible providers; and 3) designated the Agency as the administrator of the Fund and staff to the Commission.

## C. Scope of Procurement

The Civil Legal Services Fund is supported in Fiscal Year 2023 through the General Appropriation Act, Laws of 2022 as a part of the Department of Finance and Administration’s Budget, and through filing fees collected and transferred to the Agency from the Administrative Office of the Courts. Funding amounts may fluctuate annually depending upon the outcome of the legislative process and filing fees collected. The total amount awarded as a result of this RFP shall not exceed the amounts appropriated to the Commission by the New Mexico Legislature and the fees collected and transferred to the Agency.

Payments in any fiscal year are subject to availability of funds and may be adjusted in accordance with filing fee revenues and legislative appropriations, including reductions. The allocation of funds from any additional appropriation received within the contract period by the Commission for civil legal services will be determined by the Commission.

Ideally, the Civil Legal Services Commission would like to leverage these resources in order to extend the availability of services to as many low-income people as possible. Multiple contracts will be awarded if they are deemed to be in the best interest of the state, the intended purpose of the legislative funding, and enacting statutes.

Offeror(s) may submit a proposal in Category I: “Full range of high quality civil legal services;” or Category II: “Activities directed to increase or coordinate statewide access to high quality civil legal services using technology.” Offeror(s) may submit a proposal for Category I and/or Category II. If the Offeror can provide both services, the Offeror **must** provide a separate proposal for each category. Multiple awards may be made within each category. The same Offeror may receive an award for more than one category. The total amount awarded for Category II activities will not exceed 50% of the total amount available for contracts in any fiscal year.

The term of the contract resulting from this procurement shall be from the date of contract execution (last required State Agency’s dated signature) or July 1, 2022, whichever is later through June 30, 2026 (State’s fiscal year end). The contract shall not exceed four (4) years.

## D. Scope of Work

Any Offeror awarded a contract **must** be a nonprofit organization whose mission is to provide free civil legal services to low-income persons within New Mexico. Offeror(s) **must** be willing and able to cooperate with state and local bar associations, pro bono legal service programs, private attorneys, and similar persons or entities to increase the availability of free legal services to low income persons residing in New Mexico; **OR** **must** be willing and able to increase and coordinate statewide access to civil legal services to low income persons residing in New Mexico through technology (e.g. intake and referral system, legal helpline, web-based information, etc.). Offeror(s) awarded a contract **must** provide services that address legal matters in substantive areas which may include but are not limited to housing, consumer issues, family, employment, government benefits/health, protective services, elderly concerns, education, disability issues, water and land use, immigration and migrant workers, Native American matters, civil rights, and veterans matters.

Allowable legal services delivery methods will be determined at time of award. Services may include, but are not limited to:

Legal Advice

Brief Service (e.g. a letter to the opposing party for a client)

Extended Legal Representation

Negotiation and Alternative Dispute Resolution

Systemic Advocacy

Provision of Legal Information

Outreach and Community Legal Education

Assistance to Self-Represented Litigants

Group Representation

Pro Bono Assistance

Community Economic Development, including land and water issues

Services may be delivered through direct or technology-based contact. The total amount awarded for technology-based delivery will not exceed 50% of the total amount available for contracts in any fiscal year.

Annual Accounting Report:

Offeror(s) awarded a contractwill be required to submit an Annual Accounting Report (in the format prescribed by the Commission and the Agency) to the Agency’s Program Manager with its final payment request but no later than ten (10) days after the end of the State’s fiscal year in which services were provided.

Contract Compliance:

After contracts are awarded, the Commission and/or the Agency reserves the right to conduct announced and unannounced site visits to monitor and assess the Contractor’s performance. If at any time during the term of the Contract, the Commission and/or the Agency finds the Contractor to be in non-compliance, the Commission and/or Agency may impose sanctions. Sanctions may include any administrative action, including but not limited to contract termination and compensation reduction as authorized by the Commission and the Agency against a Contractor for improper, inadequate performance or noncompliance with one or more condition(s) of the contract. Examples of deficient performance by a Contractor include but are not limited to failure to implement legal services in a timely manner, failure to execute activities in accordance with the contract, and lack of capacity to administer its civil legal services.

Pursuant to NMSA 1978, Sections 34-14-1(F)(1) and (F)(2), compensation paid to the Contractor pursuant to a contract that may result from this RFP shall not be used to: (1) support lobbying, as defined in the Lobbyist Regulation Act, Chapter 2, Article 11 NMSA 1978, or (2) bring suit against the State.

## E. Definition of Terminology

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “Agency” means the Department of Finance and Administration, Local Government Division.

2. “Award” means the final execution of the contract document(s).

3. “Civil Legal Services” means a full range of free legal services provided by attorneys or attorney-supervised staff in noncriminal matters to low-income persons living in New Mexico; the full range of services is subject to interpretation by the Civil Legal Services Commission. [2.40.3.7 C. NMAC]

4. “Civil Legal Services Commission” or “Commission” means a five-member commission, appointed pursuant to NMSA 1978, Section 34-14-1, that is responsible for adopting such rules as are necessary to carry out the provisions of NMSA 1978, Section 34-14-1, and for soliciting proposals for disbursements from the Civil Legal Services Fund and entering into contracts with nonprofit organizations as defined in this Request for Proposals.

5. “Civil Legal Services Fund” or “Fund” means a fund created in the state treasury and financed through appropriations or designated court fees for the specific purpose of providing free civil legal services to low-income persons in New Mexico.

6. “Confidential” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Action.

7. "Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

8. "Contractor" means any business having a contract with a state agency or local public body.

9. "Desirable" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

11. "DFA" means the Department of Finance and Administration for the State of New Mexico.

12. “Electronic Submission” means a successful submittal of Offeror’s proposal via the secured link provided by the Procurement Manger.

13. “Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers and other electronic devices that includes all proposal contents. The electronic version/copy can NOT be emailed.

14. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors’ proposals.

15. “Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

16. “Final Execution of the contract documents” means that the GSD/SPD Contracts Review Bureau has signed the contract documents.

17. “Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee and Commission.

18. “Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

19. “Key Personnel” means the staff provided by a contractor or a subcontractor. Key personnel will include, at a minimum, the Offeror’s executive responsible for the performance of the contract, administrative staff and staff members providing direct services.

20.“Low-Income Person(s)” means a person(s) living in New Mexico whose household income is at or below 125% of the Federal Poverty Guidelines; however, only in exceptional circumstances, and within limits set by this RFP and through the contracts awarded by the Commission resulting from this RFP, services may be provided to person(s) in households whose income is no more than 200% of the Federal Poverty Guidelines.

21. "Mandatory" – the terms "**must**", "**shall**", "**will**", "is **required**", or "**are** **required**", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

22. “Minor Technical Irregularities” anything in the proposal that does not affect the price, quality, and quantity or any other mandatory requirement.

23. “New Mexico Employee” (also “Employee”) means a person working within the State of New Mexico at a New Mexico facility, regardless of where the employee legally resides, and regardless of the origin of compensation checks.

24. "Offeror" means any person, corporation or partnership who chooses to submit a proposal.

“Procurement Distribution List” means the list of Offerors whom, by returning the most currently required “Acknowledgement of Receipt Form” (concerning the latest communication regarding a procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the Procurement Manager.

25. "Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

26. "Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

27. “Redacted” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

28. "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

29. "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.

30. "Responsive Offer" means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

31. “Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

32. “State (the State)” means the State of New Mexico.

33. “State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

34. “Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

35. “Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy to be used only for the purposes of evaluation.

36. “Volunteer” means a person performing a task for a Contractor who offers their services without the expectation of a salary or wage.

## F. Procurement Manager

The Department of Finance and Administration/Local Government Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and e-mail address are listed below:

Sandra Ortega, Procurement Manager

Department of Finance and Administration

Email: [SandraY.Ortega@state.nm.us](mailto:SandraY.Ortega@state.nm.us)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the DFA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## G. Procurement Library

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Procurement Regulations and Procurement Code:

<https://www.generalservices.state.nm.us/statepurchasing/>

Civil Legal Services Commission 34-14-1 NMSA 1978 <https://nmonesource.com/nmos/en/nav.do>

Public Finance, Expenditure of Public Funds, Civil Legal Services Fund 2.40.3 NMAC <https://nmonesource.com/nmos/nmac/en/nav_date.do>

Electronic version of the RFP, questions and answers, RFP amendments, etc. can be found at: <https://www.nmdfa.state.nm.us/local-government/fiscal_services_bureau/civil_legal_services_program/>

## H. Proposal Electronic Submission

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email you a secured link to upload the documents.

# II. Conditions Governing the Procurement

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

## A. Sequence of Events

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

|  |  |  |
| --- | --- | --- |
| **Action** | **Responsible Party** | **Due Dates** |
| 1. Issuance of RFP | DFA/Commission | Friday, March 11, 2022 |
| 2. Acknowledgement of Receipt Form Due | Potential Offerors | Friday, March 25, 2022, by 5pm Mountain Time |
| 3. Deadline to submit Written Questions | Potential Offerors | Friday, March 25, 2022, by 5pm Mountain Time |
| 4. Response to Written Questions | Procurement Manager | Wednesday, March 30, 2022 |
| ***5. Submission of Proposal*** | ***Potential Offerors*** | **Monday, April 11, 2022, by 3pm Mountain Time** |
| 6. Proposal Evaluation | Evaluation Committee | Tuesday April 12,– Friday, April 29, 2022 |
| 7. Selection of Finalists | Evaluation Committee/  Commission Approval | Thursday, May 5, 2022 |
| 8. Finalize Contract | DFA/Finalist Offerors | Friday, May 6, - Friday, May 27, 2022 |
| 9. Contract Awards | DFA/Finalist Offerors | Monday, June 13, 2022 |
| 10. Protest Deadline | DFA | + 15 calendar days from the Contract Award date |

\*Dates indicated in Events 6 through 10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

## B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II.A., above.

### 1. Issuance of RFP

This RFP is being issued by the New Mexico Civil Legal Services Commission and the Department of Finance and Administration on the date set forth in Section II.A.

### 2. Acknowledgement of Receipt Form Due

Potential Offerors may e-mail the Acknowledgement of Receipt Form (Appendix B), to the Procurement Manager, [SandraY.Ortega@state.nm.us](mailto:SandraY.Ortega@state.nm.us) to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 5pm Mountain Time as indicated in Section II.A.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror’s representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.H.) responses to written questions and any amendments to the RFP.

### 3. Deadline to Submit Written Questions

Potential Offerors may e-mail written questions to the Procurement Manager as to the intent or clarity of this RFP until 5pm Mountain Time as indicated in Section II.A. All written questions **must** be addressed to the Procurement Manager as declared in Section I.F. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### 4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A., to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and Appendix B).

An electronic version of the Questions and Answers will be posted to: <https://www.nmdfa.state.nm.us/local-government/fiscal_services_bureau/civil_legal_services_program/>

### 5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3PM MOUNTAIN TIME ON APRIL 11, 2022. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror,* ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically. Refer to Section III.B for instructions**. Proposals submitted by facsimile, or other electronic means other than through the secured link provided by the Procurement Manger, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

### 6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as set forth in Section II.A., depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

### 7. Selection of Finalists

After review of the Evaluation Committee Report, the Commission will approve the finalists along with contract award amounts in a closed executive meeting. After the Commission’s approval, the Procurement Manager will notify the finalist Offerors as set forth in Section II.A. Finalists will be comprised of the Offerors receiving the highest cumulative scores in Section IV. Specifications. The number of finalists is subject to funding availability.

### 8. Finalize Contracts

Any contracts resulting from this RFP will be finalized per the Commission’s direction. In the event mutually agreeable terms cannot be reached with an Offeror in the timeframe specified, the Commission and Agency reserve the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

### 9. Contract Awards

Upon receipt of the fully executed contracts from GSD/SPD Contracts Review Bureau, the Agency will award contracts on the date set forth in Section II.A. or as soon as possible thereafter.

### 10. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

The protest **must** be emailed to:

Cristina Martinez, Protest Manager

[Cristina.Martinez1@state.nm.us](mailto:Cristina.Martinez1@state.nm.us)

Protests received after the deadline **will** **not** be accepted.

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Potential Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal (Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP **shall** be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contract that may result from this RFP **shall** specify that the prime contractor is solely responsible for the fulfillment of all requirements of the contract with the Commission and Agency which may derive from this RFP. The Agency will make contract payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used or not. Additionally, the prime contractor **must** receive approval, in writing, from the agency awarding any resultant contract before any subcontractor is used during the term of the agreement.

### 5. 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 Letter of Transmittal (Appendix C). The Agency personnel will not merge, collate, or assemble proposal materials.

### 6. Offerors 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 duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals.

### 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

1. ***Proprietary and Confidential information is restricted to***:
2. confidential financial information concerning the Offeror’s organization; and
3. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
4. An additional but separate redacted version of Offeror’s proposal, as outlined and identified in Section III.B, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal.

**IMPORTANT**: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

### 9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

### 10. Termination

This RFP may be canceled at any time, and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

### 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Commission’s and Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

### 12. Legal Review

The Commission and Agency require that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns **must** be promptly submitted in writing to the attention of the Procurement Manager.

### 13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

### 14. Basis for Proposal

Only information supplied, in writing, by the Agency or Commission through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the Department of Finance and Administration, Local Government Division’s website at: <https://www.nmdfa.state.nm.us/local-government/fiscal_services_bureau/civil_legal_services_program/>

### 15. Agreement Terms and Conditions

Any contractual agreement resulting from this procurement will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (Appendix A). No alternative language will be accepted by the Agency.

### 16. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

### 17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.E.23. The Evaluation 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 Evaluation Committee.

### 18. Change in Contractor Representatives

The Commission and the Agency reserve the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Commission and Agency, meeting its needs adequately.

### 19. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

### 20. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.

### 21. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

### 22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

### 23. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Commission and Agency or the client if the confidential information is obtained through legal representation.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without obtaining the Commission and Agency's written permission if the confidential information is obtained through legal representation.

### 24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror **must** have a valid email address to receive this correspondence. (See Section II.B.4, “Response to Written Questions”).

### 25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.nmdfa.state.nm.us/local-government/fiscal_services_bureau/civil_legal_services_program/>

### 26. New Mexico Employees Health Coverage

1. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror **must** agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.
2. Offeror **must** agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
3. Offeror **must** agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

### 27. Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:
2. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
3. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
4. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
5. violation of Federal or state antitrust statutes related to the submission of offers; or
6. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
7. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
8. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   1. The tax liability is finally determined.  The liability is finally determined if it has been assessed.  A liability is not finally determined if there is a pending administrative or judicial challenge.  In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   2. The taxpayer is delinquent in making payment.  A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required.  A taxpayer is not delinquent in cases where enforced collection action is precluded.
   3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
9. “Principal”, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
10. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
11. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
12. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document.  The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
13. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement.   If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor **must** provide immediate written notice to the State Purchasing Agent or other party to this Agreement.  If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause.  Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### 28. Letter of Transmittal

Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form (Appendix C) which **must** be completed and signed by an individual person authorized to obligate the organization. The letter of transmittal **MUST**:

Offeror’s proposal must be accompanied by an **unaltered** Letter of Transmittal Form (Appendix C), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc., are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror’s organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror’s proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3 above), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization’s acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror’s disqualification.**

### 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Appendix D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

### 30. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences **must** be obtained through the New Mexico Department of Taxation & Revenue <https://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

* **New Mexico Business Preference**
* **New Mexico Resident Veterans Business Preference**

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

# III. Response Format and Organization

## A. Number of Responses

Offeror(s) may submit a proposal in Category I: “Full range of high quality civil legal services,” or Category II: “Activities directed to increase or coordinate statewide access to high quality civil legal services using technology.” Offeror(s) may submit a proposal for Category I and/or Category II. If the Offeror can provide both services, the Offeror **must** provide a separate proposal for each category.

## B. Number of Copies

**ELECTRONIC SUBMISSION ONLY**

Submissions of all proposals must be accomplished via electronic submission as follows: send an email to Procurement Manager, notifying that the Offeror is ready to submit a proposal. The Procurement Manager will then email the Offeror a secured link to upload the documents. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

1. **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. The Technical Proposals **SHALL NOT** contain any cost information.

**Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.E.7, and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**

* One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.a above as **unredacted** (def. Section I.E.36) versions for evaluation purposes; and
* One (1) **redacted** (def. Section I.D.21) ELECTRONIC for the public file, to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file.

1. **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

For technical support issues contact Sandra Ortega at [SandraY.Ortega@state.nm.us](mailto:SandraY.Ortega@state.nm.us).

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.5.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror,* ***allow adequate time for large uploads and to fully complete your submittal by the deadline****.  A submission that is not both: (1) fully complete; and (2) received by the deadline, will be deemed late.  Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.  In accordance with statute and rule,* ***NO LATE OFFER CAN BE ACCEPTED****.*

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

## C. Proposal Format

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

**Technical Proposal** – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

* 1. Signed Letter of Transmittal
  2. Signed Campaign Contribution Form
  3. Table of Contents
  4. Proposal Summary (Optional)
  5. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)** 
     1. Mandatory Specifications
     2. Desirable Specification
  6. Other Supporting Material (if applicable)

**Cost Proposal**:

1. Completed Cost Response Form Appendix E – Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **All discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror’s Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

# IV. Specifications

This section contains the mandatory and desirable specifications. Offerors **must** respond to mandatory specifications and should respond to desirable specifications of this RFP, providing the required responses, documentation and assurances, and completing all forms attached. Failure to respond to a mandatory specification **will** result in disqualification of an Offeror’s proposal. Failure to respond to a desirable specification **will** result in zero (0) points being awarded for that specification.

## A. Mandatory Specifications

### Eligibility

Offeror(s) **must** be an independent nonprofit with 501(c) status OR a legal department within a larger nonprofit with 501(c) status granted by the Internal Revenue Service (IRS). The nonprofit organization **must** have a certificate of good standing from the New Mexico Secretary of State’s office pursuant to the Nonprofit Corporation Act Section 53-8-92 NMSA 1978. The charitable organization **must** provide proof of registration with the Attorney General pursuant to the Charitable Solicitations Act Section 57-22-6(A) NMSA 1978. The organization’s mission statement **must** be to provide free legal services to low-income persons residing in New Mexico. Services **must** be provided by an attorney, or an attorney supervised staff, in noncriminal matters, and **must**, from the time the response to this RFP is submitted, employ at least one full-time attorney dedicated solely to providing these services. Offeror(s) **must** be willing and able to cooperate with state and local bar associations, pro bono legal service programs, private attorneys, and other entities to increase the availability of free high quality civil legal services in New Mexico **OR must** be willing and able to increase and coordinate statewide access to high quality civil legal services through technology.

Offeror(s) **must** provide the following information to demonstrate their eligibility:

* A copy of the organization’s letter from the IRS granting 501(c) status.
* A document from the State of New Mexico Office of the Attorney General acknowledging the organization has complied with the requirements of the Charitable Solicitations Act Section 57-22-6 NMSA 1978.
* Proof that the organization’s registration as a New Mexico corporation with the NM Secretary of State is current.
* The organization’s current mission statement.
* A statement of concurrence that the Offeror currently has at least one full-time attorney dedicated solely to providing these services and provide the attorney’s name.
* A statement of concurrence indicating whether the organization is willing to cooperate with state and local bar associations, pro bono legal service programs, private attorneys, and other entities to increase the availability of free high quality legal services in New Mexico and a narrative describing how the Offeror is able to meet this requirement **OR** is willing to increase and coordinate statewide access to civil legal services through technology and a narrative describing how the Offeror is able to meet this requirement.

### Financial Stability

Offerors **must** submit copies of the three (3) most recent years of independently audited financial statements. The submission **must** include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror **must** state the reason and, instead, submit sufficient information (e.g. Dun & Bradstreet report) to enable the Evaluation Committee to assess the financial stability of the Offeror. Whether audited financial statements or information submitted in lieu of audited financial statements sufficiently establishes the Offeror’s financial stability shall be at the sole discretion of the Evaluation Committee.

### Disclosure Regarding Responsibility

The Offeror **must** provide a statement of disclosure if they are presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any federal entity, state agency or local public body as defined in Section II.C.27.

### Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in Appendix C. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.28 and Appendix C, and to return a signed, unaltered form will result in Offeror’s disqualification.**

### Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix D). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

### Cost Response Form

The Offeror **must** complete the Cost Response Form (Appendix E) in its entirety and include the Form in its cost proposal. The Cost Response Form consists of the following two sections.

**Hourly Rate Table:** The Hourly Rate Table should include the position title and associated hourly rate for each staff member who will provide the services requested in this RFP. DFA reserves the right to negotiate hourly rates at time of award.

**Total Cost of Services**: The Total Cost of Services should include all projected expenses the Offeror expects to incur within a 12-month period for the services requested in this RFP. This amount will be utilized by the Evaluation Committee when determining their recommendations for contract award amounts to the Commission. The Offeror who receives the highest total score may receive 100% of their Total Cost of Services.

## B. Desirable Specifications

### 1. Statement of Need

Offerors should provide a statement of need that describes the Offeror’s understanding of civil legal services needs for low-income persons within the state of New Mexico. Include in the statement the following:

* Description of the target population and reasoning for it;
* Specific need(s) of the target population;
* Facts and evidence that support the need(s) described; and
* Description of how the target population’s need(s) relate to the purpose and overall mission of the Offeror’s organization.

### 2. Organizational Experience

Offerors should describe their experience in providing high quality civil legal services to low-income persons within New Mexico. The narrative should thoroughly describe the Offeror’s experience, expertise, and knowledge in providing high quality civil legal services to low-income persons within New Mexico, plus the following:

* Number of years the Offeror has provided civil legal services;
* Number of years the Offeror has worked with low-income persons in New Mexico; and
* Descriptions of the successful outcomes the Offeror has seen as a result of providing civil legal services.

### 3. Organizational Capability

1. Offerors should provide experience narratives for all key personnel who will be assigned to provide services under the contract if one is awarded. Experience narratives should describe the specific relevant experience of the staff members in relation to the role that particular staff member will perform under the contract if one is awarded. The narrative(s) should include the name of the individual(s) proposed and should also include a description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that show how they are qualified to perform their respective job duties. For each Attorney listed, include the date they graduated from law school and either the NM Bar number of their active license or the date that the bar exam was or will be taken.
2. Offerors should provide an organizational chart that includes reporting lines of authority.
3. Offeror(s) awarded a contract will be responsible for verifying and determining each client’s eligibility. For the purpose of this RFP, the term “low-income persons” is defined in Section I.E.21 of this RFP. Offerors should describe their approach to verifying and determining each client’s eligibility and its proposed income range (e.g., at or below 125%, 126% to 200%) to be served.

### 4. Services

Category I: “Full range of high quality civil legal services;” **OR** Category II: “Activities directed to increase or coordinate statewide access to high quality civil legal services using technology.”

Offeror(s) should provide a detailed description of services it proposes to provide. Refer to Section I. D. Scope of Work. Include in the description the following for **each** legal service delivery method that Offeror proposes to provide under the contract if one is awarded:

* Name or title of legal service delivery method;
* Substantive issues to be addressed using the service delivery method;
* Key personnel who will be providing the service;
* Description of how services will be performed (direct or technology);
* Area(s) of the state to be covered;
* A list of steps that will be taken to make the services known and accessible throughout the service area(s);
* Outcome(s) the Offeror expects to see from providing the service.

## C. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate in their proposal. Preference Certificates may be obtained through the New Mexico Taxation and Revenue Department. Information regarding this process can be found at the following link: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

1. New Mexico Business Preference
2. New Mexico Resident Veterans Business Preference

The Agency shall not award a business both a resident business preference and a resident veteran business preference.

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# V. Evaluation

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror’s proposal by sub-category.

|  |  |
| --- | --- |
| **Evaluation Factor** | **Points Available** |
| **A. Mandatory Specifications** |  |
| 1. Eligibility | Pass/Fail |
| 2. Financial Stability | Pass/Fail |
| 3. Disclosure Regarding Responsibility | Pass/Fail |
| 4. Governmental Conduct Act | Pass/Fail |
| 5. Letter of Transmittal Form (Appendix C) | Pass/Fail |
| 6. Campaign Contribution Disclosure Form (Appendix D) | Pass/Fail |
| 7. Cost Response Form (Appendix E) | 30 |
| **B. Desirable Specifications** |  |
| 1. Statement of Need | 5 |
| 2. Organizational Experience | 10 |
| 3. Organizational Capability | 15 |
| 4. Services | 40 |
| **TOTAL** | **100 points** |
| **C. New Mexico Preferences** | **Possible Additional Points** |
| 1. New Mexico Business Preference | 5 |
| 2. New Mexico Resident Veterans Business Preference | 10 |

Table 1: Evaluation Point Summary

## Mandatory Specifications

### Eligibility

Pass/Fail only. No points assigned.

### Financial Stability

Pass/Fail only. No points assigned.

### Disclosure Regarding Responsibility

Pass/Fail only. No points assigned.

### Governmental Conduct Act

Pass/Fail only. No points assigned.

### Letter of Transmittal Form (Appendix C)

Pass/Fail only. No points assigned.

### Campaign Contribution Disclosure Form (Appendix D)

Pass/Fail only. No points assigned.

### Cost Response Form (Appendix E) (30 points)

The evaluation of each Offeror’s cost proposal will be conducted using the Offeror’s average cost per hour:

**The Offeror’s average cost per hour will be calculated using the following formula**:

Offeror’s Total Sum of all Hourly Rates ÷ Number of Positions = Average Cost per Hour

**The Offeror’s points will be calculated using the following formula:**

Lowest Responsive Offeror’s Average Cost per Hour ÷ This Offeror’s Average Cost per Hour × 30 points = Offeror’s points.

## Desirable Specifications

### Statement of Need (5 points)

Points may be awarded based on the evaluation of the Offeror’s understanding of civil legal service needs for low-income people within New Mexico and how the Offeror’s purpose and overall mission of their organization relates to the target population’s needs.

### Organizational Experience (10 points)

Points may be awarded based on the evaluation of the Offeror’s documented overall experience that may contribute to the success of providing high quality civil legal services.

### Organizational Capability (15 points)

Points may be awarded based on the evaluation of the Offeror’s narratives detailing relevant experience of key personnel and the Offeror’s approach to ensure adequate resources will be assigned to provide successful delivery of the Offeror’s high quality civil legal services.

### Services (40 points)

Points may be awarded based on the evaluation of the Offeror’s descriptions of each service they propose to provide, areas of the state to be covered, and the outcome the Offeror expects to see.

## New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

1. New Mexico Business Preference (5 points)

If the Offeror has provided their Preference Certificate, the preference points for a New Mexico business is 5.

1. New Mexico Resident Veterans Business Preference (10 points)

If the Offeror has provided their Resident Veterans Preference Certificate, the preference points are 10.

# VI. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# Appendix A – Draft Contract

**The Agreement included in this Appendix A represents the contract the Agency intends to use to make awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.**

STATE OF NEW MEXICO

**(NAME OF AGENCY)**

PROFESSIONAL SERVICES CONTRACT **#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

**2. Compensation*.***

A.The Agency shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. To request payment under this Agreement, Contractor **must** submit to the Agency each month (i) an Invoice Form; (ii) an Invoice Summary Form; and (iii) a detailed statement accounting for all services performed and expenses incurred. The Invoice Form and Invoice Summary Form shall be in such form and contain such information as the Agency may from time to time prescribe. The detailed statement shall contain such information as the Agency may from time to time reasonably prescribe and be in a form approved by the Agency. At a minimum, the detailed statement **must** include, for each matter for which compensation is sought under this Agreement, the following information: (i) the unique identifier for the matter; (ii) the name and title of the staff member providing the service; (iii) the date on which the service was provided; (iv) the number of hours billed; (v) the charge per hour; and (vi) the total amount billed. Contractor **must** assign to each matter for which compensation is sought under this Agreement a unique identifier of its choice, which may be a matter name, a number and/or letter identifier, or the title/description of a group workshop or training. In addition to utilizing this unique identifier in the detailed statement accounting for all services performed and expenses incurred that Contractor is required to submit pursuant to this Paragraph 2, the Contractor **must** utilize this unique identifier in the detailed time and expenditure records that Contractor is required to maintain pursuant to Paragraph 19 of this Agreement.

If the Agency, in consultation with the Commission, finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**(—OR—)**

**(CHOICE – MULTI-YEAR)**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5*.* Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind 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.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential 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 individual or organization by the Contractor without the prior written approval of the Agency.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency’s contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**19*.* Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

**21. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affect­ed and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency’s Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency’s Chief Financial Officer

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

GSD/SPD Contracts Review Bureau

Attachment 1 – Hourly Rates per Position

# Appendix B - Acknowledgement of Receipt Form

Request for Proposals

Civil Legal Services for Low Income Persons Living in New Mexico

RFP #22-341-23-16914

This Acknowledgement of Receipt Form should be submitted no later than 5pm Mountain Time on March 25, 2022. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with Appendix E.

This name and address will be used for all correspondence related to the Request for Proposals.

|  |  |
| --- | --- |
| Organization Name: |  |
| Contact Name: |  |
| Title: |  |
| Email: |  |
| Phone Number: |  |
| Address: |  |
| City: |  |
| State: |  |
| Zip Code: |  |

**Submit Acknowledgement of Receipt Form to:**

To: Sandra Ortega

E-mail: [SandraY.Ortega@state.nm.us](mailto:SandraY.Ortega@state.nm.us)

Subject Line: Civil Legal Services for Low Income Persons Living in New Mexico

RFP #22-341-23-16914

# Appendix C – Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.28). Failure to respond to all FOUR (4) items WILL RESULT IN THE DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!** (N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 22-341-23-16914**

1. **Identify the following information** **for the submitting organization**:

|  |  |
| --- | --- |
| **Offeror Name** |  |
| **Mailing Address** |  |
| **Telephone** |  |
| **FED ID#** |  |
| **NM CRS#** |  |

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **A**  **Contractually Obligate** | **B**  **Negotiate\*** | **C**  **Clarify/Respond to Queries\*** |
| **Name** |  |  |  |
| **Title** |  |  |  |
| **E-mail** |  |  |  |
| **Telephone** |  |  |  |

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):

\_\_\_\_ No subcontractors will be used in the performance of any resultant contract, OR

\_\_\_\_ The following subcontractors will be used in the performance of any resultant contract:

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

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

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

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

* On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
* I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
* I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

# Appendix D - Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-181'%5d$jumplink_md=target-id=0-0-0-33795) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-182'%5d$jumplink_md=target-id=0-0-0-33797) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“**Pendency of the procurement proces**s” 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.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-28'%5d$jumplink_md=target-id=0-0-0-5285) through [13-1-199](http://mobile.nmonesource.com/nxt/gateway.dll?f=jumplink$jumplink_x=Advanced$jumplink_vpc=first$jumplink_xsl=querylink.xsl$jumplink_sel=title;path;content-type;home-title;item-bookmark$jumplink_d=%7bnmsa1978%7d$jumplink_q=%5bfield%20folio-destination-name:'13-1-199'%5d$jumplink_md=target-id=0-0-0-5287) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

**Name(s) of Applicable Public Official(s): Governor Michelle Lujan Grisham**

**Lt. Governor Howie Morales**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Amount(s) of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Nature of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Purpose of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Attach extra pages if necessary)

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

Signature Date

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

Title (position)

**--OR—**

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

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

Signature Date

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

Title (Position)

# Appendix E – Cost Response Form

**Hourly Rate Table:**

|  |  |
| --- | --- |
| **Key Personnel by Position** | **Hourly Rate** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**For each position listed, include an explanation on how the hourly rate was calculated.**

**Total Cost of Services for a 12-month period: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**