



Office of the District Attorney Ninth Judicial District

Quentin Ray

District Attorney

REQUEST FOR PROPOSAL (RFP) LEGAL SERVICES

FOR THE OFFICE OF THE DISTRICT ATTORNEY

RFP NO. 23-0002

Issue Date: May 7, 2023

Proposal Due Date: May 19th, 2023 at 3:00 PM Local Time

## **I. INTRODUCTION**

### **A. RFP OVERVIEW**

The Ninth Judicial District Attorney's Office invites qualified New Mexico Licensed attorney(s) to assist in the prosecution(s) on behalf of the Ninth Judicial District Attorney's Office and under the supervision of the District Attorney in Clovis/Portales, New Mexico.

The purpose of this procurement is to select a law firm to provide specific legal services to the Ninth Judicial District Attorney's Office upon request by the District Attorney, including representation of the Ninth Judicial District Attorney's Office in other selected matters.

Selection for specific selected matter assignments: As the need arises for legal services, The Ninth Judicial District Attorney's Office may identify the firm who may have been awarded a contract that are eligible to submit proposals and a fee for specific legal services. The responses will be reviewed and evaluated by the Ninth Judicial District Attorney's Office, after which the firm provides a proposal for assignment/engagement at a fee determined by the Ninth Judicial District Attorney's Office to be fair and reasonable. The Ninth Judicial District Attorney's Office reserves the right to utilize other selection methods appropriate to specific assignments/engagements.

### **B. BACKGROUND INFORMATION**

The Ninth Judicial District Attorney's Office represents the people of Curry and Roosevelt Counties and is charged with the duties of initiating and conducting aggressive prosecution of criminal offenses pursuant to Section 36-1- 1 8NMSA.

### **C. SCOPE OF WORK**

The successful offeror will provide in the investigation and prosecution(s) of criminal cases. This position requires comprehensive and current knowledge and skills in the areas of criminal procedure. The offeror must have effective trial skills, the ability to draft legal documents and research/analyze information and situations, experience in the prosecution of homicide cases in the State of New Mexico. The ability to work effectively with other criminal agencies. The District Attorney's office will provide necessary support services and investigation services for case preparation and litigation.

### **D. RFP DETAILS**

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

**Cancellation.** The Ninth Judicial District Attorney's Office reserves the right to cancel without penalty, this RFP, any resultant purchase order/agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

Clarifications. Any clarifications of instructions, terms and conditions, insurance, or offer preparation shall be made only by the contact shown on this RFP. All clarification questions should be submitted to the Procurement Manager listed in paragraph F.

**Modifications.** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Chief Procurement Officer following the opening.

**Offer Submittal.** Offers must be submitted to the Ninth Judicial District Attorney's Office listed in Section 1 Paragraph D.

**Period for Offer Acceptance.** Offeror agrees that any offer made submitted will be good for a period of (45)-calendar days; an additional time period may be requested in the RFP Scope of Work.

**Public Information.** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. As a state institution, The Ninth Judicial District Attorney's Office is subject to the NM Inspection of Public Records Act (IPRA), so unless there is an exception under the law, documents in the Ninth Judicial District Attorney's Office possession are subject to review by any member of the public. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right-hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

**Rejection of Offers.** The Ninth Judicial District Attorney's Office reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers.

**Right to waive minor irregularities.** The selection committee reserves the right to waive minor irregularities. The selection committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the selection committee.

**Taxes.** The Ninth Judicial District Attorney's Office is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A tax-exempt certificate can be made available by the Chief Procurement Officer.

**Withdrawal of Offers.** Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the submittal due date and time.

**Changes.** The Ninth Judicial District Attorney's Office may make changes within the general scope of any resultant purchase order/agreement by giving notice to the firm and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change by firm shall be recognized without written approval of the Ninth Judicial District Attorney's Office. Any claim of firm for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by firm of notification of such change. Nothing in this Paragraph shall excuse the firm from proceeding with the performance of

the Purchase Order/Agreement as changed hereunder. Changes or alterations after an award can only be made if agreed in writing by the Ninth Judicial District Attorney's Office.

**Disclosure of proposal contents.** The proposals will be kept confidential until the Ninth Judicial District Attorney's Office awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the firm has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the firm's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated a proprietary or confidential information. If a request is received for disclosure of data for which a firm has made a written request for confidentiality, the Ninth Judicial District Attorney Office shall examine the firms' request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the firm takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**Employee Certification.** The firms and all firms' employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP.

**Equal Opportunity and Affirmative Action.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

**Indemnification and Insurance.** Firm assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by firm or the performance of the work by firm its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the Ninth Judicial District Attorney's Office. Firm shall indemnify, defend, and hold harmless the Ninth Judicial District Attorney's Office, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Firm will also indemnify, defend,

and hold harmless the Ninth Judicial District Attorney's Office against any joint and several liabilities imposed against the Ninth Judicial District Attorney's Office with respect to strict products liability claims attributable to the fault of the firm. Firm agrees that it and its sub-contractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the Ninth Judicial District Attorney's Office. The liability of the Ninth Judicial District Attorney's Office will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4- 1 et seq. NMSA 1978, as amended."

**Independent Business.** Neither Firm nor any of its agents shall be treated as an employee of the Ninth Judicial District Attorney's Office for any purpose whatsoever. Firm declares that firm is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement.

**Option to Renew.** The Ninth Judicial District Attorney's Office reserves the option to renew a resultant contract if such renewal is mutually agreed to and found to be in the best interest of the Ninth Judicial District Attorney's Office. Renewal options will be exercised in one-year increments and in accordance with 13-1-150 NMSA, 1978.

**Ownership of Documents.** All documents which are prepared by the firm or any member of the consulting team that form a part of its services under a resultant Purchase Order/Agreement are the sole property of the Ninth Judicial District Attorney's Office and such works may not be reproduced nor distributed without the express written consent of the Ninth Judicial District Attorney's Office and shall be delivered to the Ninth Judicial District Attorney's Office upon termination and or completion of this Purchase Order/Agreement if the Ninth Judicial District Attorney's Office so requests. The firm shall be responsible for the protection and/or replacement of any original documents in its possession.

**Penalties.** The Procurement Code, Section 13-1-28 et seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities, and kickbacks.

**Schedule Delays.** If after the award, the firm becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the firm must immediately notify the Chief Procurement Officer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the firm of its contractual obligations; however, failure to notify the Ninth Judicial District Attorney's Office promptly will be basis for determining the firm's responsibility in an otherwise excusable delay.

**Termination and Delays.** The Ninth Judicial District Attorney's Office may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for

convenience in whole or in part, at any time. The Ninth Judicial District Attorney's Office shall pay firm as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages, not otherwise recoverable from other sources by firm, as approved by the Ninth Judicial District Attorney's Office, with respect to the undelivered or unaccepted portion of any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted price. Such amount will be limited to firms' s actual cost and may not include anticipated profits. The Ninth Judicial District Attorney's Office shall not be liable for consequential damages. The Ninth Judicial District Attorney's Office may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for firms' s default if firm refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the Ninth Judicial District Attorney's Office may otherwise secure the materials, supplies or services ordered, and firm shall be liable for damages suffered by the Ninth Judicial District Attorney's Office thereby, including incidental and consequential damages. If after notice of termination, the Ninth Judicial District Attorney's Office determines firm was not in default, or if firm's default is due to failure of the Ninth Judicial District Attorney's Office, termination shall be deemed for the convenience of the Ninth Judicial District Attorney's Office. The rights and remedies of the Ninth Judicial District Attorney's Office provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in this paragraph, the word "firm" includes firm and firm's suppliers at any tier.

**Workers Compensation.** No workers compensation insurance has been or will be obtained by the Ninth Judicial District Attorney's Office on account of firm or its employees or agents. Firm shall comply with the workers compensation laws with respect to firm and firm's employees and agents.

## **COMPENSATION**

The successful offerors shall comply with all contracting and billing procedures of the Ninth Judicial District Attorney's Office and State of New Mexico, including each offeror submitting an accurate monthly service log, which summarizes performance with each invoice. Attorney's must have access to the internet and a working e-mail address and the ability to utilize the technology necessary for effective representation. Attorneys who accept assignments for cases will be required to enter detailed case activity into the identified case management system.

Offerors shall agree to submit monthly invoices to the Ninth Judicial District Attorney's Office between the first and fifteenth day of each contract month for services performed the month prior. Invoices received sixty (60) days or more after the fifteen days will not be paid, absent a finding of extenuating circumstances by the Chief Financial Officer or District Attorney.

## **E. DEFINITION OF TERMINOLOGY**

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

1. "Agency" The State Agency sponsoring this Procurement - Ninth Judicial District Attorney's Office,
2. "Award" means the final execution of the contract document.
3. "Business Hours" means weekdays (Monday- Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. "Close of Business" means weekdays (Monday-Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. "Confidential" means confidential financial information concerning Offeror' 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 Act.
6. "Contract" means any agreement for the procurement of items of tangible personal property, professional services, or construction.
7. "Contractor" means any business having a contract with a state agency or local public body.
8. "Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. "Desirable" -the terms" may," "can," "should," "preferably," or "prefers" to identify a desirable or discretionary item or factor.
10. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
11. "Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
12. "Final Award" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

13. "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, as explained in Section 11.B.
14. "Hourly Rate" means the proposed fully loaded maximum hourly rates that include applicable gross receipts tax, travel
15. "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 may result in the rejection of the Offeror’s proposal.
16. "Multiple Source Award" means an award of a contract for one or more items of tangible personal property, professional services, or construction to more than one Offeror.
17. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
18. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, professional services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
19. "Procurement Manager" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter or administer contracts as a result of the RFP procurement.
20. "Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure item of tangible personal property, professional services or construction from the agreement(s) awarded as a result of this RFP.
21. "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
22. "Responsible Offeror" means an Offeror who submits a responsive proposal 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, or items of tangible personal property described in the proposal.
23. "Responsive Offer" or 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.
24. "Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added' or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however,



to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

25. "Single Source Award" means an award of contract for items of tangible personal property, professional services, or construction to only one Offeror.
26. "Office of the District Attorney" means the Ninth Judicial District Attorney's Office
27. "Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
28. "State (the State)" means the State of New Mexico.
29. "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.
30. "Statement of Concurrence" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III. Paragraph C.1. (E.g., "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)
31. "Unredacted" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
32. "Written" means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT MANAGER**

The Ninth Judicial District Attorney's Office has assigned a Procurement Manager

Who is responsible for the conduct of this procurement whose name, telephone

Number and email address are listed below.

Name: Steve North

Phone: (575)769-2246

Email: [snorth@da.state.nm.us](mailto:snorth@da.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.
2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13. 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. PROPOSAL DELIVERY**

All deliveries of proposals via express carrier, or hand delivery, must be addressed

And submitted as follow:

Name: Office of the Ninth District Judicial Attorney's Office

C/O Steve North, Chief Financial Officer

417 Gidding Street, Suite 200

Clovis New Mexico, 88101

Title: Legal Services for the Ninth Judicial District Attorney's Office

RFP No. 23-0002

## II CONDITIONS GOVERNING THE PROCUREMENT

### A. SEQUENCE OF EVENTS

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

Dates indicated in events 7 through 9 are estimates only and may be subject to change without an amendment to the RFP.

Action	Responsible Party	Due Dates
1. Issue RFP	Office of the District Attorney	May 7, 2023
2. Advertisement	Office of the District Attorney	May 7, 2023
3. Deadline to submit Acknowledgement of Receipt Form	Potential Offerors	May 18, 2023
4. Deadline to submit written questions	Potential Offerors	May 18, 2023
5. Response to written questions	Office of the District Attorney	May 18, 2023
6. Proposal Submittal Deadline	Offeror	May 19, 2023
7. Evaluation of Proposals	Office of the District Attorney	May 22, 2023
8. Notification of Finalist/Interviews	Office of the District Attorney	May 24, 2023
9. Finalize/Award Contractual Agreement	Office of the District Attorney	TBD

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II. Paragraph A., above.

### **1. Issue RFP**

This RFP is being issued on by the State of New Mexico Ninth Judicial District Attorney's Office Division on May 7,2023.

### **2. Acknowledgement of Receipt Form**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to Steve North snorth@da.state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the SPD Buyer by 3:00p.m. MST/MDT by the date indicated in Section II. Paragraph A Sequence of Events

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.

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00p.m. MST/MDT as indicated in Section II. Paragraph A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I. Paragraph D. 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 Paragraph A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II. Paragraph A and APPENDIX A).

### **5. Submission of Proposal**

Proposals shall be submitted in a sealed envelope

**ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR Designee NO LATER THAN 3:00 PM MST/MDT ON May 18, 2023 and shall be enclosed in a sealed envelope. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.**

The Potential Offeror shall assume full responsibility for timely delivery of proposals.

Proposals must be addressed and delivered to the Procurement Manager at the address Listed in Section 1 Paragraph G.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA I 978, 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.

### **III PROPOSAL EVALUATION AND SELECTION PROCESS**

#### **A. SELECTION COMMITTEE**

The completed proposals will be reviewed by a selection committee for accurateness and completeness. Each prospective proposer must address all elements required by this RFP. Proposals will be further evaluated by the selection committee based on the evaluation factors listed below. Proposers are hereby informed that in making evaluations and determinations, The Ninth Judicial District Attorney's Office is not restricted to the minimum information required for proposals and that any relevant information regarding the evaluation criteria from reliable sources may be considered. The Ninth Judicial District Attorney's Office may also require additional relevant information related to the proposer's past performance or present capability to perform the legal services. The following is a summary of the evaluation factors with the point value assigned to each. These, along with the general requirements, will be used in the evaluation of proposer's proposal.

#### **B. EVALUATION CRITERIA**

Experience in providing legal services outlined in paragraph C Scope of Work – 80 possible points.

- a) Experience of the firm and the individual attorney(s) as to prosecuting criminal cases. Please provide the years of experience in this area of law, the types of criminal cases handled, and client references, where available. The Ninth Judicial District Attorney's Office may request supplemental information, if needed to evaluate the proposal. Experience with state agencies, other governmental entities, and criminal law in the State of New Mexico.
- c) Resumes for the personnel proposed to provide legal services
- d) Professional memberships, certifications, licenses, and other qualifications for key individuals assigned to the Ninth Judicial District Attorney's office.

Cost of Services – 20 possible points.

- a) Proposer should indicate the hourly rate for each provider of legal services identified in the proposal.
- b) Proposer should indicate how fees will be billed to the Ninth Judicial District Attorney (i.e., 0.1-hour increments, fixed fees, other proposal)
- c) Proposer should indicate Government rates, or any other discount available to the Ninth Judicial District Attorney's Office.

d) Proposer should identify the anticipated rate increase for each provider of legal services during the term of any resulting contract. (e.g., rates applicable to year 1, year 2, etc.) NOTE: Fees may be increased not more than once every twelve (12) months during the contract term.

#### Additional Materials

Proposers may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

### **C. PREFERENCE AWARDS**

#### RESIDENT/NATIVE AMERICAN RESIDENT BUSINESS PREFERENCE:

A Resident Business or Native American Resident Business shall be awarded the equivalent of eight percent of the total possible points to be awarded based on the Resident or Native American business possessing a valid Resident or Native American Resident Business certificate in accordance with NMSA 1978, Section 13-1-21. If applicable, document the residential preference number in the authorized signature form and attached your certificate to your response.

Resident/Native American veteran's businesses with annual revenues of \$6M or less in the preceding tax year are to receive a 10% preference discount on their bids and proposals.

This preference is separate from the current in state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.

Points will be awarded based on Offerors ability to provide a copy of a current Resident/Native American Veteran Business Certificate.

In addition, the Resident/Native American Resident Veterans Business Preference Certification Form must accompany any RFP and any business wishing to receive a Resident/Native American Veteran Business Preference must complete and sign the form.

RFPs are to be evaluated on preference as follows:

In addition to the total points on an RFP, 10% must be added for preference award. For example, an RFP has a total value of 100 points. Five proposals are received: one from a resident business, one from a resident veteran's business with a 10% preference and three non-resident businesses. The two preference businesses would receive 50 points and 100 points to their already evaluated score, making it possible for the highest score 110.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: .....

CONTACT NAME: .....

TITLE: .....

PHONE: .....

E-MAIL: .....

ADDRESS: .....

CITY: ..... STATE: ..... ZIP CODE: .....

**Submit Acknowledgement of Receipt Form to: Steve North, Procurement Manager**

**Email: [snorth@da.state.nm.us](mailto:snorth@da.state.nm.us)**

**Subject Line: Legal Services, for The Office of the Ninth Judicial District Attorney's RFP NO. 23-0002**

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 MSA 1978 (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 MSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 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 A Y PROSPECTIVE CO TRACTOR WHETHER OR OT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRJBUTIONS 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 process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"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 through 13-1-199 MSA 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) if any: Quentin Ray

This Agreement may be extended or modified by subsequent written Agreement executed by the Parties

The Parties understand that this Agreement is subject to the availability of funds appropriated to "DA" by the State of New Mexico. "DA" warrants it has funds available for this Agreement

The Parties agree to abide by the provisions of the State of New Mexico Procurement Code, Government Conduct Act and Campaign Reporting Act as they apply to Professional service Contracts.

The Special Prosecutor is covered by the District Attorney's Malpractice Policy for this case.

NINTH JUDICIAL DISTRICT ATTORNEY'S OFFICE

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

Quentin Ray, District Attorney

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

Law Firm

**APPENDIX D RESIDENT/NATIVE AMERICAN PREFERENCE CERTIFICATE  
RESIDENT/NATIVE AMERICAN VETERANS RESIDENT PREFERENCE  
CERTIFICATION**

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

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$6M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative) (Date)

Must be an authorized signatory for the Business.

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