

**STATE OF NEW MEXICO  
CRIME VICTIMS REPARATION COMMISSION**

**Professional Services for  
Civil Legal Help Line & Civil Legal Services for Victims of  
Domestic Violence, Sexual Assault, Stalking and Dating Violence**



**REQUEST FOR PROPOSALS (RFP)  
RFP# 22-780-P706- 20000**

RFP Release Date: 01/25/2021

Proposal Due Date: March 4, 2021 (4:00 pm MST/MDT)

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish and fund a contract with a non-profit organization based in New Mexico through competitive negotiations for Professional services for Legal Help Line & Civil Legal Services for Victims of Domestic Violence, Sexual Assault, Stalking and Dating Violence to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services. The offer must provide civil legal services at no cost to all eligible victims no matter their income bracket. Licensed attorneys with experience representing victims/survivors shall provide direct civil legal services including formal legal representation for issues associated with their victimization. The offer must ensure that all areas of the state are provided equal access to legal resources.

## **B. BACKGROUND INFORMATION**

The purpose of this State funding is to provide civil legal services and legal representation to victims of domestic violence, sexual assault, stalking and dating violence, to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services. The Crime Victims Reparation Commission, created by Laws of 1981, Chapter 31, Article 22, NMSA 1978, was formed in 1981 under the Crime Victims Reparation Act to assist victims of violent crime with expenses incurred as a result of their victimization. In addition to assisting victims with expenses, the Commission also administers the federal Victims of Crime Act (VOCA) Victim Assistance, to provide direct services to victims of crime; the Services, Training, Officers, and Prosecutors (STOP) Violence Against Women Act (VAWA) Grant Program, to provide the necessary elements to effect change within the criminal justice system; and the VAWA program Sexual Assault Service Programs (SASP) that provides funding to agencies statewide to promote the safety of crime victims and the accountability of offenders. In addition to state funds to support civil legal services, human trafficking services, sexual assault services and support the intimate partner death review team.

## **C. SCOPE OF PROCUREMENT**

The Scope of Work may include, but is not limited to:

1. Full-service continuum of civil legal services to victims of domestic violence (using NM definition of household member in the Family Violence Protection Act), including victims of sexual assault, stalking and dating violence, to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services, statewide regardless of income. In addition, no referral source is required.
2. Free legal information and referrals to include communication by telephone, text, emails, online and walk-ins for a minimum of 1,000 interactions from across New Mexico, using staff attorneys and volunteer attorneys who have experience in family law and civil legal services. these services should be accessible to victims with limited English proficiency.

3. Recruitment and training (on a full range of legal issues associated with victims of domestic violence, sexual assault, stalking and dating violence) for a minimum of six (6) new volunteer attorneys from the New Mexico Bar to help staff the project to decrease the number of conflict-of-interest cases. The funded program should specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services.
4. Provide direct representation on the obtainment of orders of protection, divorce, child support and child custody for victims of domestic violence, sexual assault, dating violence victims, to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services
5. Maintain an (English-Spanish) agency website page that provides (Monthly Updated) information on the free services offered through this grant and how to access those services electronically, by telephone or in person.
6. Participate and provide on-site legal services and consultation at a minimum of ten (10) pro-se legal clinics in underserved counties in New Mexico.
7. Present and provide informational handouts regarding services offered through this grant and how to access those services at scheduled meetings and during any outreach opportunity. Outreach efforts should include law enforcement, courts, hospitals and social service organizations in underserved counties in New Mexico. Provide these services to a minimum of three (3) organizations per quarter to promote the program and to provide legal consultations for victims.
8. Maintain a minimum caseload of at least 10-17 new active cases (full representation) per month.
9. Offeror is responsible for providing Limited English Proficiency services and services to individual with disabilities.
10. Provide quarterly progress reports and monthly invoicing in the format required by CVRC. That includes documentation of demographics and the services provided.

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract is scheduled to begin on July 1, 2021 or upon receiving all required state approvals, whichever is later for a term of one state fiscal year. The contract may be extended for up to three additional one (1) year periods, or any portion thereof at the discretion of the Agency, pursuant to funding availability and satisfactory service provision, as determined by the Agency. In no circumstance shall the contract exceed a total of four (4) years in duration. This procurement will result in a single source award.

## D. PROCUREMENT MANAGER

Crime Victims Reparation Commission has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Crime Victims Reparation Commission  
Name: Marivel Baca, Procurement Manager  
Telephone: (505) 795-4964  
Email: [Marivel.Baca1@state.nm.us](mailto:Marivel.Baca1@state.nm.us)

All responses must be address as follows:

Name: Marivel Baca, Procurement Manager  
Reference RFP: Legal Helpline and Civil Legal Services  
Email Address: [Marivel.Baca1@state.nm.us](mailto:Marivel.Baca1@state.nm.us)

1. **Any inquiries or requests** regarding this procurement must 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 CVRC.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.9.** 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.

## E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to CVRC at [Marivel.Baca1@state.nm.us](mailto:Marivel.Baca1@state.nm.us). Submission of Proposal must be received by **March 4, 2021 by 4:00 pm MST or MDT**. Refer to Section III.B.1 for instructions.

## F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

5. “**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 Act.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**CVRC**” means The New Mexico Crime Victims Reparation Commission
9. “**DFA**” means the Department of Finance and Administration, which is the State agency within which the State Board of Finance is included.
10. “**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.
11. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
12. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via email to CVRC.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
14. “**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.
15. “**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.
16. “**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.
17. “**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.
18. “**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.

19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
21. **“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.
22. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
23. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
24. **“Project Manager”** is a Procuring Agency employee assigned by the Procuring Agency to oversee the contract work
25. **“PPC”** means Primary Project Components
26. **“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.7 of this RFP) blacked-out BUT NOT omitted or removed.
27. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. **“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, or items of tangible personal property described in the proposal.
29. **“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.
30. **“Solicited and Awarded”** means an Invitation to BID or RFP was made available to the general public, through any means.
31. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' 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. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
35. **“State Fiscal Year”** means a time period from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.
36. **“SASP”** means Sexual Assault Service Program
37. **“STOP”** means the Services, Training, Officers and Prosecutors
38. **“VAWA”** means Violence Against Women Act
39. **“VOCA”** means Victims of Crime Act

## **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 These are sample time frames only. Adjust to suit Agency need. Use only dates; do not insert days of the week)
1. Issue RFP	CVRC	01/25/2021
2. RFP Acknowledgement of Receipt Form	Potential Offerors	02/01/2021 by 4:00 pm MST
3. Deadline to submit Questions	Potential Offerors	02/12/2021 by 4:00 pm MST
4. Deadline Response to Written Questions	CVRC	02/17/2021 by 4:00 pm MST
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>03/04/2021 by 4:00 pm MST</b>
6.* Proposal Evaluation	Evaluation Committee	03/05/2021 through 3/24/2021
7. Preliminary Award Letter E-mailed	CVRC	<b>03/25/2021</b>
8.* Special Conditions Due	Potential Offerors	04/02/2021
9 * Protest Period Deadline	Potential Offerors	04/08/2021 by 10:00 am MST
10.* Protest Hearing and Final Approval by CVRC Board	CVRC	<b>04/22/2021</b>
11.* Final Award Letter E-mailed	CVRC	04/28/2021
12.* Contract E-mailed for Signatures	Finalist Offeror	On or before – 05/10/2021

\*Dates indicated in Events 7 through 13 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. Issue RFP

This RFP is being issued on behalf of the New Mexico State Crime Victims Reparation Commission on January 25, 2021.

### 2. Acknowledgement of Receipt Form

Potential Offerors must e-mail the Acknowledgement of Receipt Form to Marivel Baca at [marivel.baca1@state.nm.us](mailto:marivel.baca1@state.nm.us). The “ Acknowledgement of Receipt Form”, (APPENDIX A), is necessary in order to have an organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 4:00 pm MST or MDT on February 1, 2021

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 not be privileged to written questions and any amendments to the RFP.

### 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager [Marivel.Bacal@state.nm.us](mailto:Marivel.Bacal@state.nm.us) as to the intent or clarity of this RFP until February 12, 2021 by 4:00 pm MST or MDT as indicated in Section II.A, Sequence of Events.

### 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, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

### 5. Submission of Proposal

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

Proposals are due, via electronic submission to CVRC at [Marivel.Bacal@state.nm.us](mailto:Marivel.Bacal@state.nm.us) by 4:00 PM (Mountain Standard Time) on March 4, 2021. Proposals arriving after 4:00 PM (Mountain Standard Time) will be disqualified from consideration. It is strongly recommended that applications be submitted with read and delivery receipt options selected. The State of New Mexico e-mail system does not accept attachments that exceed the 20MB limit. If your proposal or additional documentation required files exceed this limit, applicants are instructed to submit the proposal in several e-mails. E-mails must clearly report the number of e-mails to expect. For example, this is Sunshine County Legal Services LHL&CLS Proposal 1 of 4 or Additional Documents 1 of 4. The entire proposal must be submitted and received by 4:00 PM (Mountain Standard Time) on March 4, 2021. If only part of the application is received on time the proposal will be disqualified from consideration. Proposals submitted by facsimile, or other means will not be accepted.

A public log will be kept of the names of all Offer 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 has been fully executed.

### **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.**

The date and time of receipt will be recorded on each proposal.

### 6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, 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**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

## **8. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

## **9. Contract Awards**

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

## **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. The Fifteen (15) calendar day protest period shall begin on the day of the preliminary award letter and will end on Thursday, April 8, 2021 by 10:00 am MST/MDT. 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 requested outcome. The protest must be emailed to

Frank Zubia  
Director  
New Mexico Crime Victims Reparation Commission  
[Frank.Zubia@state.nm.us](mailto:Frank.Zubia@state.nm.us)

Email must be received via email before by 10:00 am MST/MDT on Thursday, April 8, 2021.

**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 these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX B.

### 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. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make 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 or not subcontractors are used. 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 this 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 transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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. 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:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, 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.

## 8. 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.

## 9. Termination

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

## 10. 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 Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 11. Legal Review

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

## 12. 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.

## 13. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals. If any amendments are necessary in regards to this procurement, the amendments will be available on the Crime Victims Reparation Commission website at <http://www.cvrc.state.nm.us>.

## 14. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in "State of New Mexico". However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX J) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process



prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **15. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.14

## **16. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **17. 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 §13-1-83 and §13-1-85, NMSA 1978.

## **18. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.18. 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.

## **19. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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 Agency.

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 the procuring Agency's written permission.

## **25. Electronic mail address required**

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

## **26. 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.

## **27. New Mexico Employees Health Coverage**

A. 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.

- B. 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.
- C. 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://bewellnm.com>.
- D. 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.

## **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX F, 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.**

## **29. Pay Equity Reporting Requirements**

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. “Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

### **30. Disclosure Regarding Responsibility**

- A. 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:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. 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;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. 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;
  3. 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;
  4. 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.
    - a. 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.
    - b. 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.
    - c. 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.)
- B. 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.
- C. 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.
- D. 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.

- E. 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.
  
- F. 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.

**31. Conflict of Interest; Governmental Conduct Act (If applies)**

Offeror must complete, sign, and return the Conflict of Interest; Governmental Conduct Act (See APPENDIX G) as a part of their proposal. The Offeror warrants that it presently has no interest and 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. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. **ELECTRONIC SUBMISSION ONLY**

Proposals are due, via electronic submission to CVRC at Marivel.Bacal@state.nm.us by 4:00 PM (Mountain Standard Time) on Thursday, March 4, 2021. Proposals arriving after 4:00 PM (Mountain Standard Time) will be disqualified from consideration. It is strongly recommended that applications be submitted with read and delivery receipt options selected. The State of New Mexico e-mail system does not accept attachments that exceed the 20MB limit. If your proposal or additional documentation required files exceed this limit, applicants are instructed to submit the proposal in several e-mails. E-mails must clearly report the number of e-mails to expect. For example, this is Sunshine County Legal Services LHL&CLS Proposal 1 of 4 or Additional Documents 1 of 4. The entire proposal must be submitted and received by 4:00 PM (Mountain Standard Time) on March 4, 2021. If only part of the application is received on time the proposal will be disqualified from consideration. Proposals arriving after the deadline for submission will not be accepted. Faxed proposals will not be accepted.

***It is the Offeror's responsibility to ensure all documents are submitted electronically by the deadline set forth in this RFP.*** A submission that is not fully completed by the deadline will be deemed late and WILL NOT BE ACCEPTED.

#### C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

##### 1. Proposal Content, Organization and Electronic Attachments

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.

##### PROPOSAL FORMAT:

- Signed Letter of Transmittal
- Table of Contents
- Organization Experience
- Proposal Summary
- Primary Projects Components/Activities
- Completed Budget Form
- Proof of Financial Stability
- Response to Agency Term and Conditions
- Offeror's Additional Terms and Conditions

## **ADDITIONAL DOCUMENTS (Appendix)**

- A. Acknowledgment of Receipt Form
- B. Letter of Transmittal
- C. Primary Project Components/Activities
- D. Budget Form
- E. Reference Questionnaire
- F. Campaign Contribution Form
- G. Conflict of Interest Affidavit (If applies)
- H. Signed Employee Health Coverage Form
- I. Resident Veterans Preference Certification (If applies)
- J. Sample Contract

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors 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.

Offerors may attach other material they believe may improve the quality of their responses.

## **2. Letter of Transmittal**

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX B), which must be **completed** and **signed** by the individual authorized to contractually obligate the company. **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), 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.

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **A. TECHNICAL SPECIFICATIONS**

#### **1. Organizational Experience**

Offerors must:

- a. Describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of legal services to victims of domestic violence, sexual violence, stalking and dating violence, to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services.
- b. This particular funding does not require victims to be income eligible nor does it require a referral from a shelter to be eligible for the services. If Offeror has multiple funding sources, describe how the Offeror intends to differentiate eligibility requirements.
- c. Indicate how many victims of the above crimes have been provided with legal services in the last two years and what percentage of revenue is derived from these services.
- d. Describe at least two project successes and failures of providing the above services. Include how each experience improved the Offeror's services.

#### **2. Primary Project Components (PPC)**

- e. The Primary Project Components (PPCs) are a way to present your project goals, objectives, implementing activities and evaluation activities in a clear and concise manner. This will enable your agency and CVRC to verify all the required services and components are present. This is an important part of the application and must be completed correctly.
- f. The PPC form is intended to outline: 1) the project goals, measurable objectives, all the implementing activities, and impact evaluation activities; 2) the position(s) that is responsible for these activities and 3) the timeline for carrying out the activities. The PPCs must correspond with the actual service(s) specified to be provided under the project. The PPCs and budget must correspond to one another.
- g. The goal of a project is to provide services for a Legal Helpline and Civil Legal Services for Victims of Domestic Violence, Sexual Assault, Stalking and Dating Violence, to specifically ensure that underserved populations such as adults later in life,



individuals with disabilities, and individuals with limited English proficiency have access and receive services... The measurable objective states what the project hopes to accomplish in measurable terms. Please see scope of work.

- h. Complete the Implementing Activities table by filling in those activities that correspond to the stated objective that are most crucial to its accomplishment and the services allowable under the funding. The Offeror must state what position will be doing the activity, when it will be done, and how it will be evaluated to determine the effectiveness of the service provided.
- i. A Primary Project Component form **MUST** be completed for each measurable objective of the proposal. If a proposed project has three (3) measurable objectives then three (3) Primary Project Component forms will need to be submitted. A PPC chart is provided. (Appendix C).

## **B. BUSINESS SPECIFICATIONS**

### **1. Project Budget**

Offerors must complete the Cost Response Form. All charges listed must be justified and evidence of need documented in the proposal. (APPENDIX D)

### **2. Organizational References**

Offeror should provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last three (3) years. Offerors are required to submit the Reference Form to the business references they list. The business references must submit the Reference Form directly to the project manager listed in Section I. It is the Offeror's responsibility to ensure that the completed forms are received by/or before the proposal submission deadline for inclusion in the evaluation process. Letters of support that are not received, or are not complete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all references for validation of information submitted. (APPENDIX E)

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process.

### **3. New Mexico Preferences**

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. In addition, for resident Veterans Preference the attached Certification Form must accompany any RFP and any business wishing to receive the preference must complete and sign the form. (APPENDIX I) Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

A copy of the certification must accompany Offeror's proposal.

**B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

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

#### **4. Financial Stability**

Offerors must submit copies of the most recent years 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.

#### **5. 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 F)

#### **6. Employee Health Coverage Form**

The Offeror must agree with the terms as indicated in the Employee Health Coverage Form. The unaltered form must be completed and must be signed by the person authorized to obligate the company. (APPENDIX H)

#### **7. Pay Equity Reporting**

The Offeror must agree with the requirements of reporting as defined in Section II. Report is due at the time of contract award. A statement of concurrence with this requirement must be included in Offeror's submitted proposal.

## **V. EVALUATION**

### **A. EVALUATION POINT SUMMARY**

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 proposals by sub-category.

Table 1: Evaluation Point Summary

Factor	Points Available
Organizational Experience	200
Organizational References	200
Primary Project Components	300
Budget	300
Resident Business/Resident Veterans Preference	SEE Factors
Financial Stability	Pass/Fail
Letter of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Employee Health Coverage Form	Pass/Fail
Pay Equity Reporting	Pass/Fail
TOTAL	1,000 points

## B. EVALUATION FACTORS

### 1. B.1 Organizational Experience (See Table 1)

(200) Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

### 2. B.2 Organizational References (See Table 1)

(200) Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

### 3. B.3 Primary Project Components

(300) Points will be awarded upon the completed chart and how clearly it outlines the services to be provided as well as how the services will be evaluated to determine quality.

### 4. B.4 Budget

(300) The evaluation of each Offeror's project budget will be conducted on the basis of fair market value costs and reasonableness.

### 5. B.5 Resident Business or Resident Veterans Preference

Once RFP is totally scored the proper percent of preference will apply to those Offerors that qualify. For example, an RFP has a total value of 1000 points. Five proposals are received: one from a resident business, one from a resident veterans' business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points for the resident preference and 80 points for the resident veteran's preference added to their already evaluated score, making it possible for the highest score total 1080.

**6. B.6 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**7. B.7 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**8. B.8 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**9. B.9 Employee Health Coverage Form (See Table 1)**

Pass/Fail only. No points assigned.

**10. B.10 Pay Equity Reporting (See Table 1)**

Pass/Fail only. No points assigned.

**11. B.11 Conflict of Interest; Governmental Conduct Act Affidavit**

(If applies) (APPENDIX G) No Points Assigned

**C. 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.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.
4. 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**  
**ACKNOWLEDGEMENT OF RECEIPT**

# ACKNOWLEDGEMENT OF RECEIPT FORM

## REQUEST FOR PROPSAL

Legal Help Line & Civil Legal Services for Victims of Domestic Violence, Elderly, Disabled,  
Sexual Assault, Stalking, Dating Violence and Child Abuse

RFP#: 18-780-P706-80000

This Acknowledgement of Receipt Form should be signed and submitted no later than February 1, 2021 by 4:00 pm (Mountain Standard Time). 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 J.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Failure to submit this form does not preclude your organization from submitting completed proposal by proposal deadline date.

**Submit Acknowledgement of Receipt Form to:**

To: Marivel Baca, Procurement Manager

E-mail: [Marivel.Baca1@state.nm.us](mailto:Marivel.Baca1@state.nm.us)

Subject Line: LHL & CLS 18-780-P706-80000

**APPENDIX B**  
**LETTER OF TRANSMITTAL**

# LETTER OF TRANSMITTAL FORM

## APPENDIX B

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).  
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#: 22-780-P706-20000**

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**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*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* 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 C**  
**PRIMARY PROJECT COMPONENTS**

# PRIMARY PROJECT COMPONENTS

## APPENDIX C

FY 2022 Legal Helpline & Civil Legal Services Project

Goal: Staff and maintain a Legal Helpline and assist the target population(s) of victims with Civil Legal Services and information throughout New Mexico.

Measurable Objective #1:

Implementing Activity	Performed By	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Impact Evaluation Activity

Please note: To add more rows for additional space, place curser on the last row, click on “table”, “insert” “rows below”.

Example:

**Measurable Objective #1:** Ensure that a minimum of 1000 victims of domestic violence (NM State definition) receive legal assistance via the Legal Helpline 5 days/wk from 9 am to 5 pm.

<b>Implementing Activity</b>	<b>Performed By</b>	<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>3rd Qtr</b>	<b>4th Qtr</b>	<b>Impact Evaluation Activity</b>
Conduct an intake interview w/ client to assess eligibility & need for services  Provide services based on client need, including but not limited to:  - info/referral - (list more services)	Staff Attorney Vol Attorneys  Staff/Vol Attorneys	X  X	X  X	X  X	X  X	Copies of completed intakes in client files Demographic information obtained if available on intake form.  Intake form summaries services provided. Supervisor reviews summaries monthly to ensure quality control. Compiled in one file for review
Monitor utilization and effectiveness of services on a monthly basis	Director Supervisors	X	X	X	X	Review intake summaries to determine appropriateness of service

**APPENDIX D**  
**BUDGET**

## BUDGET FORM APPENDIX D

STATE BUDGET FOR \_\_\_\_\_ (AGENCY NAME)

	00.0	10.0	20.0	30.0	40.0	50.0	60.0	80.0	95.0	Total
	Personnel	Personnel Benefits	Instate Travel	Maintenance Repair	Supplies	Contractual/Consultants	Operation Costs	Capital Outlay	Out of State Travel/Other	Total
State										

Please write a detailed budget narrative for State Funding on the appropriate line categories that correspond to the budget instruction sheet and example:

APPROVED: \_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Budget/Financial Officer

\_\_\_\_\_  
Date

Please write a detailed budget narrative for the line categories that correspond to the following budget instruction sheet and example.

## PROJECT BUDGET INSTRUCTIONS

A complete, itemized, operational project budget should support the project services stated in the PPCs. Attach additional pages if necessary.

This is an important section. **ROUND OFF ALL NUMBERS** and include a detailed narrative that follows the example budget provided.

### Budget Instructions for Line Item Categories

**00.0 Personnel:** Identify anyone to be paid as a salaried position on this award. List each position by title, the annual salary, the hourly wage, the percent of time to be devoted to the project, the number of months, and the amount of funding requested. Example:

Position/Name	Annual Salary	Hourly Rate	Hours per week	% Time on Project	Number of Months	Total
F. Fritter	\$48,500	\$29.15	32	63%	12	\$30,555

**10.0 Personnel Benefits:** LIST all personnel benefits and the itemized costs with the detailed calculations. These can include Social Security, Worker's Compensation, Retirement, and Unemployment Compensation. These costs need to be calculated at the same percentages or total amounts as in the Personnel narrative.

Example: FICA -  $\$15,300 \times .0765 = \$1,170$   
 Workers Comp Insurance -  $\$15,300 \times .0208 = \$318$

**20.0 In State Travel:** Itemize travel expenses by specific purpose and show basis for computation (include costs for meals, lodging, and mileage).

**30.0 Maintenance:** This line item includes janitorial supplies and equipment maintenance contracts. Again, please provide a detailed narrative for each expense.

**40.0 Supplies:** List items within this category separately for office supplies. These are extinguishing, expendable items such as paper, ink cartridges.

**50.0 Contractual and Consultant:** For individuals - list types of services, name, address, hourly or daily rate and amount of time, confidentiality and termination clause. For contracts with firms - list types of services and total costs. Copies of contracts need to be included in the application, along with the individual contractor's resume.

**60.0 Operating Cost:** List items within this category separately for telephone, rent, postage, printing, etc. with itemized costs included in the calculations.

**80.0 Capital Outlay:** List each item to be purchased including the description and cost. Generally speaking, no capital outlay will be approved, unless justification is provided in the project narrative.

**95.0 Out of State Travel/Other:** Detail any out of state travel. If requesting funding for a conference/training,

## **APPENDIX E**

### **REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing company is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the State of NM Crime Victims Reparation Commission by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of information provided.

**THIS FORM MUST BE RECEIVED IN THE CVRC OFFICE  
BEFORE THURSDAY, March 4, 2021.**

**REFERENCE QUESTIONNAIRE**  
**APPENDIX E**  
**RFP # 22-780-P706-20000**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned electronically to the State of New Mexico, Crime Victims Reparation Commission via e-mail at:

Name: Marivel Baca  
Address: 6200 Uptown Blvd Suite 210  
Albuquerque, NM 87110

Telephone: (505) 795-4964  
Email: [Marivel.Baca1@state.nm.us](mailto:Marivel.Baca1@state.nm.us)

**No later than THURSDAY, March 04, 2021, and must not be returned to the company requesting the reference.**

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	

**QUESTIONS:**

1. In what capacity have you worked with this company in the past?
  
2. How would you rate this company's knowledge and expertise?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Explain:



3. How would you rate the company's flexibility relative to changes in the project scope and timelines? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Explain:

4. What is your level of satisfaction with hard-copy materials produced by the company? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Explain:

5. How would you rate the dynamics/interaction between the company and your staff? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Explain:

6. Who were the company's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name:	Rating:
Name:	Rating:
Name:	Rating:
Name:	Rating:

COMMENTS:

7. How satisfied are you with the products developed by the company? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable) Explain:

8. With which aspect(s) of this company's services are you most satisfied?

9. With which aspect(s) of this company's services are you least satisfied?

10. Would you recommend this company's services to your organization again?

**APPENDIX F**  
**CAMPAIGN CONTRIBUTION DISCLOSURE**

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

## *APPENDIX F*

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](#) NMSA 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 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 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](#) 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.

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 G**  
**CONFLICT OF INTEREST**





**APPENDIX H**  
**NEW MEXICO EMPLOYEE HEALTH COVERAGE**

# NEW MEXICO EMPLOYEE HEALTH COVERAGE FORM

## *APPENDIX H*

- A. 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.
- B. 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.
- C. 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://bewellnm.com>.
- D. 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.

Signature of Offeror: \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX I**  
**NEW MEXICO EMPLOYEE HEALTH COVERAGE**

# RESIDENT VETERANS PREFERENCE CERTIFICATION

## *APPENDIX I*

\_\_\_\_\_ (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 \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. 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 Sections 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 no award of the procurement involved if the statements are proven to be incorrect.

**APPENDIX J**  
**PROFESSIONAL SERVICES SAMPLE CONTRACT**

**PROFESSIONAL SERVICES SAMPLE CONTRACT**  
***APPENDIX J***

**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, **Crime Victims Reparation Commission**, 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 Contract Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

1. Full-service continuum of civil legal services to victims of domestic violence (using NM definition of household member in the Family Violence Protection Act), including victims of sexual assault, stalking and dating violence, to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services, statewide regardless of income. In addition, no referral source is required.
2. Free legal information and referrals to include communication by telephone, text, emails, online and walk-ins for a minimum of 1,000 interactions from across New Mexico, using staff attorneys and volunteer attorneys who have experience in family law and civil legal services. these services should be accessible to victims with limited English proficiency.
3. Recruitment and training (on a full range of legal issues associated with victims of domestic violence, sexual assault, stalking and dating violence) for a minimum of six (6) new volunteer attorneys from the New Mexico Bar to help staff the project to decrease the number of conflict-of-interest cases. The funded program should specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services.
4. Provide direct representation on the obtainment of orders of protection, divorce, child support and child custody for victims of domestic violence, sexual assault, dating violence victims, to specifically ensure that underserved populations such as adults later in life, individuals with disabilities, and individuals with limited English proficiency have access and receive services
5. Maintain an (English-Spanish) agency website page that provides (Monthly Updated) information on the free services offered through this grant and how to access those services electronically, by telephone or in person.

6. Participate and provide on-site legal services and consultation at a minimum of ten (10) pro-se legal clinics in underserved counties in New Mexico.
7. Present and provide informational handouts regarding services offered through this grant and how to access those services at scheduled meetings and during any outreach opportunity. Outreach efforts should include law enforcement, courts, hospitals and social service organizations in underserved counties in New Mexico. Provide these services to a minimum of three (3) organizations per quarter to promote the program and to provide legal consultations for victims.
8. Maintain a minimum caseload of at least 10-17 new active cases (full representation) per month.
9. Offeror is responsible for providing Limited English Proficiency services and services to individual with disabilities.
10. Provide quarterly progress reports and monthly invoicing in the format required by CVRC. That includes documentation of demographics and the services provided.

**2. Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars including gross receipt tax. **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.**

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 (10) 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.

, 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 Contract 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 Department of Finance and Administration 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 programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.bewellnm.com>.

**22. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**23. 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.

**24. 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.

**25. 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:

Frank Zubia, Director  
6200 Uptown Blvd NE Suite 210  
Albuquerque, NM 87110

To the Contractor:

[insert name, address and email].

**26. 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: \_\_\_\_\_  
Agency Director

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

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

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

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

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

By: \_\_\_\_\_  
Agency's Chief Financial Officer

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

By: \_\_\_\_\_  
Agency's Chief Procurement Officer

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

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: \_\_\_\_\_  
Taxation and Revenue Department

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

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

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

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