

OFFICE OF THE ATTORNEY GENERAL

REQUEST FOR PROPOSALS (RFP)

OUTSIDE LEGAL SERVICES



RFP# 19-305-0000-0000001

Release Date: April 3, 2019

Due Date: May 3, 2019

I. INTRODUCTION	5
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	5
B. BACKGROUND INFORMATION	5
C. SCOPE OF PROCUREMENT	5
D. PROCUREMENT MANAGER	6
E. DEFINITION OF TERMINOLOGY	6
II. CONDITIONS GOVERNING THE PROCUREMENT	9
A. SEQUENCE OF EVENTS	9
B. EXPLANATION OF EVENTS	9
1. Issuance of RFP	9
2. Acknowledgement of Receipt	9
3. Deadline to Submit Written Questions	10
4. Response to Written Questions	10
5. Submission of Proposal	10
6. Proposal Evaluation	11
7. Finalize Contractual Agreements	11
8. Contract Awards	11
9. Protest Deadline	11
C. GENERAL REQUIREMENTS	12
1. Acceptance of Conditions Governing the Procurement	12
2. Incurring Cost	12
3. Prime Contractor Responsibility	12
4. Subcontractors/Consent	12
5. Amended Proposals	12
6. Offeror's Rights to Withdraw Proposal	13
7. Disclosure of Proposal Contents	13
8. No Obligation	13
9. Termination	13
10. Sufficient Appropriation	14
11. Legal Review	14
12. Governing Law	14
13. Basis for Proposal	14
14. Contract Terms and Conditions	14
15. Offeror's Terms and Conditions	15

16.	Contract Deviations	15
17.	Offeror Qualifications	15
18.	Right to Waive Minor Irregularities	15
19.	Change in Contractor Representatives	16
20.	Right to Modify	16
21.	Notice of Penalties	16
22.	Agency Rights	16
23.	Right to Publish	16
24.	Ownership of Proposals	16
25.	Confidentiality	16
26.	Electronic mail address required	17
27.	Use of Electronic Versions of this RFP	17
28.	New Mexico Employees Health Coverage	17
29.	Campaign Contribution Disclosure Form	17
30.	Letter of Transmittal	18
31.	Pay Equity Reporting Requirements	18
32.	Disclosure Regarding Responsibility	19
33.	New Mexico Preferences	20
III. RESPONSE FORMAT AND ORGANIZATION		22
A. NUMBER OF RESPONSES		22
B. NUMBER OF COPIES		22
1. Hard Copy Responses		22
C. PROPOSAL FORMAT		23
1. Proposal Content and Organization		23
IV. SPECIFICATIONS		23
A. DETAILED SCOPE OF WORK		24
B. TECHNICAL SPECIFICATIONS		24
1. Organizational Experience <i>(300 Points Available)</i>		24
2. Organizational References <i>(200 Points Available)</i>		26
3. Mandatory Specification <i>(300 Points Available)</i>		26
C. BUSINESS SPECIFICATIONS		28
1. Financial Stability		28
D. ADDITIONAL DOCUMENTATION		28
1. Letter of Transmittal Form		28
2. Campaign Contribution Disclosure Form		28

3. Resident Business or Resident Veterans Preference	28
V. EVALUATION	29
A. EVALUATION POINT SUMMARY	28
B. EVALUATION PROCESS	29
APPENDIX A	30
ACKNOWLEDGEMENT OF RECEIPT FORM	32
APPENDIX B	32
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	34
APPENDIX C	36
SAMPLE CONTRACT	38
APPENDIX D	45
PE10-249 Form	46
APPENDIX E	47
LETTER OF TRANSMITTAL FORM	48
APPENDIX F	49
ORGANIZATIONAL REFERENCE QUESTIONNAIRE	49
APPENDIX G	51
RESIDENT VETERANS CERTIFICATION	51

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals for the procurement of outside legal services for the State of New Mexico through the Office of the Attorney General (OAG) to meet the OAG's broad range of legal needs on an "as needed/if needed" basis. Attorneys and law firms should submit proposals for one or more of the following areas of law in which they have expertise including, but not limited to: class action litigation, securities fraud litigation, pharmaceutical litigation, antitrust litigation, unfair practices litigation, consumer protection litigation or any other area of law as may be required by statute.

Once the OAG has decided that pursuing certain litigation is in the best interest of the State, offerors who have been selected on an "as needed/if needed" basis for the relevant legal services contained in this RFP will be awarded outside counsel contracts. These contractors will work closely with senior staff in the OAG. OAG senior staff shall review and monitor legal strategies employed, and shall collaborate with outside counsel where appropriate and practical, to achieve early resolution of matters through motion practice or alternative dispute resolution mechanisms. Outside Counsel shall keep OAG senior staff timely informed during all litigation stages, including dates of settlement conferences, mediations and arbitrations, and hearing dates on all dispositive motions.

B. BACKGROUND INFORMATION

The OAG is issuing the RFP to procure outside legal services on an "as needed/if needed" basis to meet its obligations to protect the public interest and public property and otherwise meet its statutory obligations. Pursuant to NMSA 1978, Section 8-5-2, the New Mexico Attorney General (AG) shall prosecute and defend in court all actions and proceedings, civil or criminal, in which the state may be a party or interested when, in his judgment, the interest of the state requires such action. The OAG will review available resources and expertise within the agency, and will pursue representation by outside counsel only if it is cost-effective for the State and pertinent subject matter expertise is demonstrated. Outside counsel utilized for the litigation described in this RFP will be those offerors who have successfully responded to the RFP.

C. SCOPE OF PROCUREMENT

The scope of procurement is to procure professional legal services for the State of New Mexico through the OAG to meet its broad range of legal needs on an "as needed/if needed" basis. The scope of this RFP or procurement is for professional services only and may ONLY be used by the awarded Offeror and the OAG exclusively.

D. PROCUREMENT MANAGER

1. The New Mexico Office of the Attorney General has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Nick Eckert, Procurement Manager
Address: New Mexico Office of the Attorney General
P.O Drawer 1508
Santa Fe, New Mexico 87504-1508
Telephone: (505) 490-4831
Email: neckert@nmag.gov

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the OAG. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172, **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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**AG**” means the Attorney General

“**Agency**” means the New Mexico Office of the Attorney General.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning an Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be

obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**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.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**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.

“**Key Personnel**” means those personnel determined by the submitting party in their RFP submission or otherwise determined by the OAG during the course of the RFP process as necessary personnel whose expertise is required to complete the work under the contract.

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

“**Multiple Source Award**” means an award of a contract to more than one Offeror.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**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.

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

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

“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.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the RFPs. Material respects of RFPs include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“OAG” means the Office of the Attorney General.

“Offeror” means the law firm responding to this RFP.

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

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

“State Agency (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.

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

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	OAG	April 3, 2019
2. Distribution List	OAG	April 8, 2019
3. Deadline to submit Questions	Potential Offerors	April 10, 2019
4. Response to Written Questions	Procurement Manager	April 15, 2019
5. Submission of Proposal	Potential Offerors	May 3, 2019
6. Proposal Evaluation	Evaluation Committee	May 3, 2019 to May 10, 2019
7. Finalize Contractual Agreements	OAG	May 10, 2019 to May 17, 2019
8. Contract Awards	OAG	May 17, 2019
9. Protest Deadline	OAG/Offerors	June 3, 2019

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Office of the Attorney General on April 3, 2019.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, e-mail, or registered/certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on April 8, 2019.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall NOT constitute a presumption of rejection of the RFP and a potential Offeror's organization name may still appear on subsequent distribution lists.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events by April 10, 2019. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list by April 15, 2019. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to <http://www.nmag.gov>.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON May 3, 2019. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the OAG, Outside Legal Services RFP# 19-305-0000-0000001. Proposals submitted by facsimile, or other electronic means, will not be accepted.

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

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the 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. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the New Mexico Office of the Attorney General, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 3:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a

statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Sally Malavé
Open Government Director
Office of the Attorney General
408 Galisteo Street
Santa Fe, NM 87501

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the OAG. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 to 57-3A-7.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the OAG shall examine the Offeror's 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 confidential data.

8. No Obligation

This RFP in no manner obligates the State of New Mexico or the OAG 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 the OAG 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 effected by sending written notice to the contractor. The OAG's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The OAG 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 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 OAG through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the OAG and contain the terms and conditions set forth in the Sample Contract, Appendix C. However, the OAG reserves the right to negotiate provisions in addition to those contained in the Sample 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 OAG discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as non responsive when, in the sole judgment of the OAG (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 Sample Contract strongly enough to propose alternate terms and conditions in spite of the

above, the Offeror must propose **specific** alternative language. The OAG may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the OAG 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 OAG. Please see Section II.C.15 for requirements.

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 OAG 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 NMSA 1978, Sections 13-1-83 and 13-1-85.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. 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 OAG reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the OAG, adequately meeting the needs of the OAG.

20. Right to Modify

The OAG reserves the right to modify any selection based on changes in key personnel at any time during the pendency of the operative representation contemplated by the RFP. Should such a modification occur, the successor entity will confer with the predecessor entity to facilitate an equitable transition of active and pending matters, this shall include, but not be limited to, proportional fee splitting, lien waivers, etc. Any such change in entity must be approved in writing by the OAG.

21. Notice of Penalties

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

22. Agency Rights

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

23. 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.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. 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 OAG.

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 OAG's written permission.

26. 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).

27. 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 OAG, the Offeror acknowledges that the version maintained by the OAG shall govern. Please refer to: <http://www.nmag.gov>

28. 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 the 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. If applicable, the 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:
<http://www.insurenewmexico.state.nm.us/>.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of

whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or the Attorney General. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will potentially be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

31. Pay Equity Reporting Requirements

- A. 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) APPENDIX D if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. 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.

- C. 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, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its principals who enter into a contract greater than fifty thousand dollars (\$50,000.00) 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 ten-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;
 - 3. 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 ten-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 Procurement Manager if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or has become 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 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 offense named in this document the Contractor must provide immediate written notice to the Procurement Manager. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the OAG may terminate the involved contract for cause. Still further the OAG may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the OAG.

33. New Mexico Preferences

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

- A. **New Mexico Business Preference -- New Mexico companies who wish to obtain a bidding advantage on state contracts are required to obtain a valid resident business certificate issued by the State Taxation and Revenue Department.**
 - **New Mexico Business Preference** - If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business

is 5%.

B. Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

○ **Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form

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

New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the materials described below.

Offerors should deliver:

Technical Proposals – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy CANNOT be emailed.**

- Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version CANNOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

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

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications
 1. Organizational Experience
 2. Organizational References
 3. Signed Campaign Contribution Form
 4. Preferences certification (If applicable)
- G. Mandatory Specifications
- H. Other Supporting Material (If applicable)

Financial Information (Binder 2):

- A. Financial Stability Statement/Verification- Financial information considered confidential should be placed in the **Confidential Information** binder.
 1. All discussion of proposed costs, rates or expenses should be submitted in Confidential Binder #2.
- B. Other Supporting Material (If applicable)

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

The OAG is issuing the RFP to procure outside legal services on an “as needed/if needed” basis to meet its obligations to protect the public interest and public property and otherwise meet its statutory obligations. NMSA 1978, Section 8-5-2, the New Mexico Attorney General (AG) shall prosecute and defend in court all actions and proceedings, civil or criminal, in which the state may be a party or interested when, in his judgment, the interest of the state requires such action. The OAG will review available resources and expertise within the agency, and will pursue representation by outside counsel if it is cost-effective for the State and pertinent subject matter expertise is demonstrated in the following practice areas: class action litigation, securities fraud litigation, pharmaceutical litigation, antitrust litigation, unfair practices litigation, consumer protection litigation, or any other area of law as may be required by statute. Once the OAG has decided that pursuing certain litigation is in the best interest of the State, offerors who have been selected on an “as needed/if needed” basis for the relevant legal services contained in this RFP will be awarded outside counsel contracts.

The OAG will maintain complete control over the decision to undertake litigation and over the course and conduct of all litigation undertaken through outside counsel, including filing suit, approval of pleadings, and ultimate authority over settlement and major decisions related to litigation strategy. The OAG will appoint senior staff to oversee the course and conduct of all litigation undertaken through outside counsel. Outside counsel will consult with designated senior staff immediately on all representation matters that may be significant, controversial, or otherwise noteworthy.

The successful law firm shall give timely written notice to the OAG on any and all pleadings, dispositive motions, rulings, hearings, trials, mediations or settlement negotiations, appears, or notices of appeals and any other legal events relevant to the matter contained in this RFP. The successful law firm shall meet, coordinate with and submit interim reports to the OAG on a basis to be determined by the OAG, but not less than monthly, and shall include a description of each matter assigned, the particular case involved, its current status, any significant events that have transpired in the period since the last status report and prospective analysis of any significant future events.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience (300 Points Available)

Offerors **must** provide a response which includes:

- a) Your firm’s history including the year the firm was organized and the year the firm began its practice in the relevant practice area;
- b) Ownership of the firm, including but not limited to:
 1. ownership structure; and
 2. affiliated companies or joint ventures;

- c) An organizational chart diagramming the relationship between the professional staff as well as the parent, subsidiary, affiliate, or joint venture entities;
- d) Any material developments in your organization (changes in ownership, personnel business, etc.) over the past three years and any potential material developments in the near future;
- e) A list of the law firm's office locations and the number of staff located in each office;
- f) A list of all legal services provided by your firm including specialized areas of expertise;
- g) A list of all the major private clients that the law firm represents or has represented in the last five years including the time period of representation and the nature of the work performed;
- h) A list of governmental entities, agencies or other political subdivisions, that the law firm represents or has represented in the last five years including the time period of representation and the nature of the work performed;
- i) A list of any material arrangements, relationships, associations, employment or other contracts that may cause a conflict of interest or the appearance of a conflict of interest if your law firm is retained as counsel for the State of New Mexico;
- j) Any malpractice claims against your law firm or any attorney in your firm within the last five years and the status or outcome of each claim;
- k) Any criminal or SEC investigations involving your law firm or any attorney in your firm and the status or outcomes of such investigations;
- l) Any ethics complaints against your law firm or any attorney in your firm within the last five years and the status of the outcome of each complaint;
- m) A copy of the law firm's malpractice insurance for every attorney who will provide outside legal services;
- n) The number of relevant legal services relevant to this RFP your firm currently handles on an annual basis;
- o) A list of all cases related to the relevant legal services contained in this RFP (identifying by case name and proper legal citation) in which attorneys from your law firm have appeared, the extent of involvement from the attorneys in your law firm and the ultimate outcome of each case, if applicable;
- p) A list of the name of each attorney expected to work on the relevant legal services contained in this RFP;
- q) For each attorney expected to work on this assignment, please provide:
 - 1. their name;
 - 2. a current resume which includes education, years and jurisdiction of admission to practice; work experience; any

- professional distinctions and memberships in any professional organizations; and
3. a statement that each attorney is a member in good standing in each jurisdiction they are licensed;
- r) A statement whether your law firm is equipped to handle all relevant legal services contained in this RFP or whether you expect to assign certain aspects of the work to other law firms or attorneys not employed by your law firm; and
 - s) Back-up plan in the event the key staff addressing the relevant legal services contained in this RFP should leave your law firm or be assigned to other cases or duties within the law firm.

2. Organizational References (200 Points Available)

Provide a minimum of three (3) references from organizations who the Offeror previously or currently provides the services described in the RFP with preferably at least one reference being another Office of Attorney General. (Appendix F organizational questionnaire).

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the OAG reserves the right to consider any and all information available to it (outside of the Business Reference information required herein) in its evaluation of Offeror responsibility per Section II, Paragraph C.18.

Offerors shall submit the following business reference information as part of their Offers:

- a) Client name;
- b) Contract description;
- c) Contract dates (starting and ending); and
- d) Reference project manager name, telephone number, fax number and e-mail address.

3. Mandatory Specification (300 Points Available)

Offerors **must** provide a response which includes:

- a) An overview of the methodology used to determine which staff will be assigned to the relevant legal services contained in this RFP;
- b) An overview of the law firm's strategic approach to the relevant legal services contained in this RFP;

- c) A description of the law firm's method to maintaining responsive communications with the OAG regarding the relevant legal services contained in this RFP;
- d) A description of the law firm's approach to ensuring timely communication with the OAG on a matter that may be significant, controversial, or otherwise noteworthy as it relates to the relevant legal services contained in this RFP;
- e) A description of the law firm's process to ensure it is adhering to all applicable state and federal laws regarding access to and retention of records, along with all ethical and professional standards; and
- f) A statement acknowledging that:

- 1. neither the AG, OAG, the State of New Mexico nor any of its agencies shall be responsible to pay the law firm any compensation for legal services rendered to the AG, OAG, the State of New Mexico or its agencies in pursuit of any claims on behalf of the AG, OAG, the State of New Mexico or any of its agencies.
- 2. The law firm shall only receive compensation for legal services rendered as follows:

Upon the successful recovery of damages on behalf of the OAG, the State of New Mexico, or its agencies from the defendants, the law firm shall be entitled to petition the courts for its reasonable attorney fees (and for the necessary and reasonable costs and expenses of the litigation to the extent advanced by the law firm), to be awarded to the law firm by the court from monies paid by the defendants that may be deposited into the registry of the court in which the litigation is pending. Attorney's fees shall be awarded by the court to the law firm after consideration of the following factors:

- a. The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to pursue the litigation properly;
- b. The likelihood that the acceptance of this employment precluded other employment by the law firm;
- c. The fees customarily charged for complex litigation where the lawyers must prevail before they are entitled to any fee;
- d. The financial amount involved and the result obtained for the State of New Mexico;
- e. The time limitations imposed by the litigation or the circumstances;
- f. The nature and length of the professional representation;
- g. The experience, reputation, and ability of the law firm performing the services including background in litigation matters; and
- h. The uncertainty and risk undertaken by the law firm accepting this an OAG contract.

C. BUSINESS SPECIFICATIONS

1. Financial Stability (200 Points Available)

Offerors must submit verification of the ability to cover potential litigation. Verification may be provided by copies of the most recent years' independently audited financial statements, audit opinions, a balance sheet, statements of income, and/or retained earnings. Offeror may also submit other sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

D. ADDITIONAL DOCUMENTATION

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. 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 B)

3. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, Section 13-1-21, Offerors must include a copy of their preference certificate in this section. The Veterans Preference certification form and instructions are located at the following NM Taxation and Revenue website:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

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. The table below is just a sample. Make sure your proposal matches exactly the criteria outlined in Section IV, Specifications.

Table 1: Evaluation Point Summary

Factors – correspond to section IV. B/C/D	Points Available
B. Technical Specifications	(must total 100% of available points)
B. 1. Organizational Experience	300
B. 2. Organizational References	200
B. 3. Mandatory Specification	300
C.1. Financial Stability	200
D. Additional Documentation	
D.1. Letter Of Transmittal	Pass/Fail
D.2. Signed Campaign Contribution Disclosure Form	Pass/Fail
TOTAL	1,000 points
D.3. New Mexico Preference - Resident Vendor Points per Section IV C.5	
D.3. New Mexico Preference - Resident Veterans Points per Section IV C.5	

B. 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.
3. The Evaluation Committee may use other sources of to perform the evaluation.
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. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). 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 FORM

APPENDIX A

REQUEST FOR PROPOSAL

OUTSIDE LEGAL SERVICES
RFP# 19-305-0000-0000001

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 p.m. April 8, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Nick Eckert, Procurement Manager
Outside Legal Services
RFP# 16-305-0504-0000007
Office of the Attorney General
408 Galisteo Street
Santa Fe, NM 87501
Phone: (505)490-4831
E-mail: neckert@nmag.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

Sample Contract is attached as Exhibit 1.

STATE OF NEW MEXICO

**OFFICE OF THE ATTORNEY GENERAL
PROFESSIONAL SERVICES CONTRACT #**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, OFFICE OF THE ATTORNEY GENERAL, hereinafter referred to as the “Agency,” and _____, hereinafter referred to as the “Contractor,” and is effective upon the Agency signature.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

A. The Agency shall permit the Contractor to petition the court in the proposed litigation for reasonable attorney’s fees and costs. Other than in the event of termination, the Agency will provide assistance to the Contractor in requesting and obtaining from the court such attorney’s fees and costs. Such assistance may include making personnel available for the purpose of preparing affidavits for, or giving testimony at, any hearing to determine such reasonable compensation, and endorsing pleadings requesting payment of such reasonable compensation.

B. Other than permitting the Contractor to petition the court for attorney’s fees and costs, as described in Paragraph A, above, no other compensation shall be provided to the Contractor, including any compensation paid to the Contractor by the State of New Mexico or the Agency. Any damages awarded on behalf of the State of New Mexico, other than attorney’s fees and costs, shall not be considered compensation to the Contractor and should be returned to the Agency. In no event will the State of New Mexico or the Agency have any obligation to provide any attorney’s fees, costs, reimbursement, equitable compensation, or other payment to the Contractor as a result of this Agreement or the work performed by the Contractor thereunder. The Contractor shall be responsible for all gross receipts tax related to this Agreement.

C. The Agency makes no guarantee or representation regarding Contractors’ ability, right, or entitlement to obtain an award of attorney’s fees and costs from the court in the proposed litigation. In the event that Contractors fail to obtain an award of attorney’s fees and/or costs, or Contractors do not obtain an award of attorney’s fees and/or costs in the amount desired or requested, Contractors shall have no recourse or right of recovery against the State of New Mexico or the Agency.

D. Since there are no costs associated with this Agreement, the Department of Finance and Administration’s signature is not required.

3. Term.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE SIGNATURE OF THE AGENCY. This Agreement shall terminate on _____ unless terminated pursuant to paragraph 4 (Termination). 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 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 if the (i) Contractor becomes unable to perform the services contracted for, as determined by the Agency; or (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency shall not be liable for any attorney's fees, costs, reimbursement, equitable compensation, or other payment or expenses associated with the performance of this contract; 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. 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. 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.

6. 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.

7. 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.

8. Release.

The Contractor agrees to release the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever related to Contractor's attorney's fees, costs, reimbursement, equitable compensation, or other payments for the proposed litigation that is the subject of this Agreement.

9. 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.

10. 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.

11. 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 11 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 11 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 11 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 11(B).

12. Amendment.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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://insurenwemexico.state.nm.us/>.

21. 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 employee's 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.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:

To the Contractor:

25. Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Agency.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

APPENDIX D

PE10-249 FORM

Sample Form is attached as Exhibit 1.

PE10-249 Form

Pay Equity Report PE10-249 Worksheet

Company name:	
Mailing address line 1:	
Mailing address line 2:	
City, state, zip code:	
Phone:	
E-mail address:	
FEIN number:	
EAN number:	
SHARE vendor number:	
Reporting calendar year:	

Job Category	No. Females	Female Grand		Female Avg	No. Males	Male Grand		Male Avg	Gap (Absolute \$)	Gap (Absolute %)
		Total Comp.	Total Hours			Total Comp.	Total Hours			
1 - Officers and Managers				N/A				N/A	N/A	N/A
2 - Professionals				N/A				N/A	N/A	N/A
3 - Technicians				N/A				N/A	N/A	N/A
4 - Sales Workers				N/A				N/A	N/A	N/A
5 - Office and Admin. Support				N/A				N/A	N/A	N/A
6 - Craft Workers (Skilled)				N/A				N/A	N/A	N/A
7 - Operatives (Semi-Skilled)				N/A				N/A	N/A	N/A
8 - Laborers (Unskilled)				N/A				N/A	N/A	N/A
9 - Service Workers				N/A				N/A	N/A	N/A

Total # Job Categories With No Employees	9
Total # Female Only Job Categories	0
Total # Male Only Job Categories	0
Total # Females (all categories)	0
Total # Full Time Females	[]
Total # Part Time Females	[]
Total # Males (all categories)	0
Total # Full Time Males	[]
Total # Part Time Males	[]
Total # Employees	0
% of Total for Females	N/A
% of Total for Males	N/A

APPENDIX E
LETTER OF TRANSMITTAL FORM

Sample is attached as Exhibit 1.

|
LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror 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: Nick Eckert, Procurement Manager at neckert@nmag.gov by May 3, 2019 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 19-305-0000-0000001
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 to the State of New Mexico, Office of the Attorney General via facsimile or e-mail at:

Name: Nick Eckert, Procurement Manager
Address: New Mexico Office of the Attorney General
P.O Drawer 1508
Santa Fe, New Mexico 87504-1508
Telephone: (505) 490-4831
Email: neckert@nmag.gov

No later than May 1, 2019, 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.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	

APPENDIX G
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

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

a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year

"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 NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized 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 termination of award of the procurement involved if the statements are proven to be incorrect.