

**STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT AND
OFFICE OF THE GOVERNOR AND DEPARTMENT OF
HOMELAND SECURITY**

REQUEST FOR PROPOSALS (RFP)

LEGAL SERVICES



RFP#

26-79500-26-00019

Addendum

Official Question and Answers

Release date: April 10, 2026

Due date: May 11, 2026

1. With respect to this language in II.30, how/where should this be disclosed? Should it be added to the transmittal letter or included as a separate section we proactively add to the end of our narrative proposal?

Offerors must disclose any past, existing, or potential conflicts of interest in the course of representing governmental entities, educational institutions and public employees represented by the agency. This disclosure should include both direct and indirect conflicts of interest and also include any positions Offeror has taken in the recent past, or is presently taking, on issues that may be adverse or harmful to the interests of the agency or its insureds. To the extent required by the Rules of Professional Responsibility, the disclosure must include any previous litigation against the State of New Mexico or any of its political subdivisions in which Offeror or members of Offeror's firm have been involved in any capacity.

- A. This requirement is a **Mandatory Specification** and must be addressed in full within the Offeror's proposal submission.

Offerors shall include a dedicated section within their narrative proposal under **Section IV. Specifications, IV.5.e (Page 18)** that clearly identifies and discloses all required conflict of interest information.

This disclosure must not be limited to a transmittal letter. While a brief reference may be included in the transmittal letter, the full disclosure with supporting documentation is required within the specified section of the proposal.

2. With respect to III.1., where should respondents include the Word format proposal with the materials responding to the requirements and associated scoring metrics included in IV? Should we include the Word proposal followed by the items listed in III.1. organized and indexed in the format and sequence indicated? Or is the intent to include the Word proposal in III.1.c)?

- A. Page 3, under **Procurement Manager**, provides the Dropbox link for **electronic submission of proposals**.

Section **III.1. Proposal Format and Organization** outlines how the proposal contents must be structured and submitted within that Dropbox.

3. With respect to IV. b., "Law firms submitting offers must identify Principals/Owners/Directors/Partners with at least five (5) years general civil litigation experience":

- a. Is the requirement that all professionals included in the proposal have the required 5 years of general civil litigation experience, or that an adequate number of professionals included in the proposal have this minimum experience? For example, we would propose to include several possible lead attorneys to show our extensive depth of experience in the subject area, but would like to also include several associate attorneys to assist with research, drafting, initial preparation of any witnesses, etc., and our paralegal to assist as needed in order to properly manage costs.

A. The five (5) years of general civil litigation experience requirement applies only to the identified Principals/Owners/Directors/Partners as specified in Section IV.b.

This is a mandatory requirement, and each individual listed in those roles must meet the minimum five (5) years of general civil litigation experience.

Offerors may include additional personnel (e.g., associate attorneys, paralegals, or support staff) to demonstrate depth of capacity and cost efficiency; however, these additional team members are not required to meet the five (5) year minimum and would not be considered as part of the pass/fail requirement,

Failure of any identified Principal/Owner/Director/Partner to meet this requirement will result in the proposal being deemed **non-responsive.**

- b. As used in this section, can “general civil litigation” include experience representing municipal, county or state governmental entities in administrative appeals against FEMA?

A. Yes

- c. As used in this section, can “general civil litigation” include experience representing municipal, county or state governmental entities in binding arbitration against FEMA before the U.S. Civilian Board of Contract Appeals (which does typically include oral argument and/or hearing before a panel of three administrative law judges)?

A. Yes

4. With respect to IV.C., “The proposal must include resumes for key personnel. This includes attorneys with five (5) years or more of relevant legal experience who the firm expects to supervise legal work assigned by [CGC]”:
- a. Is it acceptable to provide information regarding proposed professionals’ prior experience while serving as counsel for the Federal Emergency Management Agency?

A. Yes

- b. Is it acceptable to provide information regarding proposed professionals' prior experience while serving as a U.S. Attorney and Assistant U.S. Attorney?

A. Yes

5. Also in IV.c., this language suggests attorneys need not be admitted in NM:

*Date proposed attorneys were licensed as attorney(s) in the State of New Mexico, **and/or other bar admission dates;***

But the language below from IV.i. suggests they do need to be admitted in NM – **please clarify if attorneys not admitted in NM but in good standing in other states may serve on our proposed team.**

Offeror must ensure that all attorneys performing legal services under any resulting contract are duly licensed and in good standing to practice law in the State New Mexico, or are otherwise authorized to practice law in the state by the supreme court's rules, pursuant to New Mexico Statutes Section 36-2-27 and the rules of the New Mexico Supreme Court.

A. Section IV.c. is intended to capture the full licensure history of proposed attorneys, including admission in New Mexico and/or other jurisdictions for informational and evaluation purposes.

However, Section IV.i. governs the **minimum eligibility requirement** for performance under any resulting contract. Attorneys performing legal services must be:

- Licensed and in good standing to practice law in the State of New Mexico, or
- Otherwise authorized to practice in New Mexico pursuant to the rules of the New Mexico Supreme Court (e.g., permitted practice under applicable court rules such as pro hac vice or other authorized status).

Accordingly, attorneys who are not admitted to the New Mexico Bar may be included on a proposed team **only if** they are eligible and will obtain the appropriate authorization to practice in New Mexico prior to performing any legal services under the contract.

6. Pursuant to Sec. 104 of the Hermit's Peak/Calf Canton Fire Assistance Act, injured persons may submit claims to the Administrator "not later than 2 years after the date on which regulations are first promulgated." Regulations were issued effective August 29, 2023 and note the deadline to file a Notice of Loss as November 14, 2024. FEMA's Hermit's Peak/Calf Canyon Claims Program and Policy Guide 2.0 provides the deadline to file a Notice of Loss as March 14, 2025.

- a. Can you please confirm the deadline to file a Notice of Loss?

A. March 14, 2025, all state agencies seeking compensation did file the Notice of Loss by this deadline.

b. Please advise of the total value of the claims currently filed, including a breakdown of:

- i. claims paid,
- ii. claims pending but subject to an active Authorized Official's determination, and
- iii. claims timely filed but still pending and with no determination issued by the Authorized Official.

A. The total value of claims submitted to FEMA is **\$252,981,559.35**.

i. Claims Paid: \$0.00

ii. Claims Pending but Subject to an Active Authorized Official's Determination: \$134,917,593.31

iii. Claims Timely Filed but Still Pending with No Determination Issued: \$118,063,966.04

7. If possible, we would appreciate greater clarity regarding how the compensation under the Contract would be calculated. Pursuant to IV.g., and also stated in the Sample Contract within Appendix C, "Approved attorney's fees under this agreement will be calculated on a graduated basis as a percentage of the total amount recovered from all defendants through settlement or judgment."

a. Are we correct that this work is being proposed as a contingency matter?

A. Yes

b. How will the "total amount recovered from all defendants through settlement or judgment" be defined – examples below:

i. If the outcome, through settlement or judgement, is that FEMA must/will complete full adjudication and payment of all pending claims by X date?

A. If the outcome requires FEMA to complete adjudication and payment of claims by a specified date, only the amounts actually paid to the State and/or agencies of the state will be included in the total amount recovered; the establishment of a timeline or requirement to adjudicate does not, in itself, constitute a recovery.

ii. If FEMA agrees to pay a certain category of claims that it had previously rejected?

A. If FEMA agrees to pay a category of claims previously denied or rejected, only the amounts actually paid to the State and/or agencies of the state will be included in the total amount recovered.

iii. If FEMA agrees to procedural adjustments that result in additional claims payout?

- A. If FEMA agrees to procedural or administrative changes that result in additional claim payments, only the resulting funds actually disbursed to the State and/or agencies of the state attributable to such changes will be included in the total amount recovered.

Specifically, compensation will be calculated as a percentage of the **actual amounts recovered**, as defined above, and will be payable only upon receipt of such funds.

7. Please confirm the compensation will be paid based on the percentages included in IV.g., and also stated in the Sample Contract within Appendix C, even if the Agency does not authorize the Contractor to petition the court for fees or costs, or if the court refuses.

i. Relatedly, please confirm any court-approved fees and cost would act to offset the compensation calculated according to the percentages and not serve as an alternative or replacement.

- A. Compensation will be strictly governed by Section IV.g. of the RFP and the Sample Contract. The Agency makes no guarantee that the Contractor will be authorized to seek, or will obtain, court-awarded fees or costs. If such authorization is not granted, or if the court does not award fees or costs, the Contractor shall have no right to additional compensation beyond what is expressly permitted under the contract.

Any court-awarded fees or costs, if obtained, will be applied as an offset to the percentage-based compensation and will not be paid in addition to it.