

**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

Release date: April 10, 2026

Due date: May 11, 2026

# I. INTRODUCTION

## ***PURPOSE:***

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from attorneys/law firms who wish to provide professional legal services to the Office of the Governor, Chief General Counsel (“CGC”), State of New Mexico, the New Mexico Department of Homeland Security and Emergency Management (“DHSEM”) in litigation matters directly related to DHSEM’s statutory authority, specifically in affirmative litigation brought by the State and DHSEM against the Federal Emergency Management Agency for its failure to properly handle claims related to the Hermit’s Peak/Calf Canyon disasters. Sealed proposals are sought **by the agency to procure services to** advocate for the rights of New Mexico residents and the State of New Mexico pursuant to the Hermit’s Peak/Calf Canyon Fire Assistance Act and as otherwise provided by law.

The RFP process ensures that all Professional Services Agreements are Awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28 *et.seq.* NMSA 1978).

**WHO MAY SUBMIT:** Attorneys and law firms with demonstrated experience in successfully taking cases to a hearing or trial on the merits in state or federal litigation against FEMA for failure to pay benefits may submit proposals to provide legal services which support the State of New Mexico and the DHSEM’s right to compensation by the Federal Emergency Management Agency pursuant to the Hermit’s Peak/Calf Canyon Fire Assistance Act, or otherwise as provided by law.

Offerors Awarded Contracts shall work closely with [CGC] staff on development of legal strategies to effectuate early evaluation of claims and practical strategies. Such strategies may facilitate early resolution through motion practice or use of alternative dispute resolution. Selected Offeror shall be deemed “Contractor” or “Contract Counsel”. During all litigation stages, Contract Counsel shall keep [CGC] Claims Administrators and [CGC] Supervising Attorneys timely informed about dates of settlement conferences, mediations and arbitrations, as well as hearing dates on all dispositive motions-

## ***SCOPE OF PROCUREMENT***

The scope of procurement is to select legal services provider who meet the requirements identified in this RFP. The successful Offeror shall have contracts established with [CGC]. Such contracts will enable [CGC] to assign the most appropriate legal representation for legal matters related to its mission in litigation matters directly related to DHSEM’s statutory authority, specifically in affirmative litigation brought by the State and DHSEM against the Federal Emergency Management Agency for its failure to properly handle claims related to the Hermit’s Peak/Calf Canyon disasters, subsequent flooding, and hazard mitigation, pursuant to the Hermit’s Peak/Calf Canyon Fire Assistance Act and as otherwise provided by law.

This RFP will result in a single award.

## ***PROCUREMENT MANAGER***

1. [CGC] has assigned a Procurement Manager responsible for the conduct of this procurement; such individual's name, address and e-mail address are:

Megan Martinez  
Department of Homeland Security and Emergency Management  
13 Bataan Blvd  
Santa Fe, NM 87501  
Email: megan.martinez@dhsem.nm.gov

2. **All proposal must be submitted via electronic submission on the Dropbox link below. This link is password protected, and** all submissions will be accessible only to the Procurement Manager. Offerors must use the password provided below to upload their proposals. In the event of technical issues, Offerors shall contact the Procurement Manager for assistance prior to the submission deadline.

Reference RFP Name: Legal Services RFP # 26-79500-26-00019

**Dropbox link:**

<https://www.dropbox.com/request/6Kn9qWArUaNOS0HXZFDH>

**Password:**

2679500260019

3. 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 procurement manager.

## ***DEFINITION OF TERMINOLOGY***

“Agency” means the State of New Mexico, Office of the Governor/Chief General Counsel [CGC], the New Mexico Department of Homeland Security and Emergency Management (“DHSEM”).

“Authorized Representative” or “Representative” 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 a Prospective Contractor.

“Award” or “Awarded” means the final execution of the Contract document.

“Contract” means any agreement for work done to support the recovery or disbursement of federal assistance in response to the 2022 New Mexico Hermit’s Peak/Calf Canyon Fire, subsequent flooding, and ongoing hazard mitigation.

“Contractor” or “Contract Counsel” firm or firm selected.

“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.

“Electronic Submission” means a successful submittal of Offeror’s proposal in the Dropbox system.

“Electronic Version/Copy” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

“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.

“GSD” means the New Mexico State General Services Department.

“DHSEM” means the New Mexico Department of Homeland Security and Emergency Management.

“IT” means Information Technology.

“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.

“Minor Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other Mandatory requirement.

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

Office of the gov

“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.

“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 the State of New Mexico, Office of the Governor / Chief General Counsel [CGC], the New Mexico Department of Homeland Security and Emergency Management (“DHSEM”).

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and Project acceptance is given by the Project executive sponsor.

“Prospective Contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Recovery” is defined as gross recovery, net of fees and costs paid by [CGC].

“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 its 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 request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

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

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

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

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### ***SEQUENCE OF EVENTS***

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

Action	Responsible Party	Due Date(s)
1. Issue RFP	Agency	April 10, 2026

2. Distribution List/ Acknowledgement of Receipt of Request for Proposals Form (Appendix A) Due	Potential Offerors	April 20, 2026 by 5PM MST
3. Deadline to submit Questions	Potential Offerors	April 24, 2026 by 12PM MST
4. Responses to Written Questions	Agency	April 27, 2026
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	May 11, 2026 by 3PM MST
6. Proposal Evaluation	Evaluation Committee	May 18-22, 2026
7. Finalize Contractual Agreements	Agency	May 28, 2026
8. Contract Awards	Agency	June 5, 2026
9. Protest Deadline	Agency/Finalist Offerors	June 19, 2026

***EXPLANATION OF EVENTS***

The following paragraphs describe the activities listed in the Sequence of Events shown above.

**1. Issuance of RFP**

This RFP is issued on behalf of OFFICE OF THE GOVERNOR, Chief General Counsel and DHSEM by the dates listed on Section II. Sequence of Events.

**2. Distribution List Response Due**

Responsible Offerors who desire placement on a distribution list to receive written responses to questions posed and for other announcements regarding the procurement process should return by email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Appendix A. Return of Appendix A by the deadline identified places the organization on the procurement distribution list. The form must be signed by the Offeror or an Authorized Representative of the Offeror, dated and returned to the Procurement Manager VIA EMAIL no later than the dates listed on Section II. Sequence of Events by 5pm MST.

**NOTE:** Failure to return the Acknowledgement of Receipt form (Appendix A) shall constitute a presumption of receipt and rejection of the RFP, and the Offeror’s organization name shall not appear on the distribution list.

**3. Deadline to Submit Written Questions**

Offerors may submit written questions to the Procurement Manager as to the intent or to clarify provisions in the RFP by the dates listed on Section II. Sequence of Events. until 12:00 PM Mountain Standard Time/Daylight Time as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Telephone calls will

not be accepted. Only written questions submitted to the Procurement Manager via email will receive a response.

#### 4. Response to Written Questions

Written responses to written questions will be distributed to all potential Offerors whose organization name appears on the procurement distribution list and who provided the **Appendix A**, Acknowledgement of Receipt Form before the deadline. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms (**Appendix A**) before the deadline, as indicated in the sequence of events. Additional copies will be posted to:

<https://www.dhsem.nm.gov/active-procurement-opportunities/>

#### 5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHTTIME ON **MONDAY, MAY 11, 2026**. Proposals received after this deadline *will not be accepted*. The date and time of receipt will be recorded on each proposal.

Proposals must be uploaded via electronic submission in the Dropbox system listed in Section I, Paragraph D2. Proposals must clearly indicate that they are in response to the referenced RFP, Legal Services RFP 26-79500-26-00019. 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 Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing Offeror(s) during the negotiation process. The negotiation process is deemed to be in effect until the Contract Award is made pursuant to this Request for Proposals. Awarded, in this context, means the final required State Agency signature on the Contract(s) resulting from this procurement has been obtained.

#### 6. Proposal Evaluation

An Agency Evaluation Committee will perform the evaluation of proposals during the time period identified in the Sequence of Events. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals but *only* 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 Responsible Offerors as per the Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the agency.

## **8. Contract Awards**

After reviewing the Evaluation Committee Report and the signed contractual agreements, the Procuring Agency will identify successful awardees as per the schedule in Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the agency.

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

## **9. Protest Deadline (Protests received after the deadline will not be accepted.)**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the Award of Contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time. 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 emailed or delivered to:

Regina Chacon  
Department of Homeland Security and Emergency Management  
13Bataan Blvd  
Santa Fe, NM 87501  
regina.chacon@dhsem.nm.gov

## ***GENERAL REQUIREMENTS***

### **1. Acceptance of Conditions Governing the Procurement**

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. Costs Incurred by Offeror**

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. Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the agency which may derive from this RFP. The agency will only make payments to the prime Contractor who is awarded a Contract under this procurement.

### **4. Subcontractor/Consent**

The use of subcontractors is allowed. The Contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the Contractor must receive approval, in writing, from the agency, 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. The Agency personnel will not merge, collate, or assemble proposal materials.

### **6. Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror or 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. Proposal Offer Firm**

Responses to this RFP, including acceptance of prescribed rates for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

### **8. Disclosure of Proposal Contents**

- a. Proposals will be kept confidential until negotiations and the Award are completed by the Agency. 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:
  - i. confidential financial information concerning the Offeror's organization;

- ii. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
- iii. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency 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.

## **9. No Obligation**

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services prior to a valid written Contract Award.

## **10. Termination**

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

## **11. Legal Review**

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

## **12. Governing Law**

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

## **13. Basis for Proposal**

Only information supplied, in writing, by the Agency 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 successful offeror will be contracted for work done to support the recovery of financial compensation due to the State of New Mexico and DHSEM from the New Mexico Hermit's Peak/Calf Canyon Fire, as well as subsequent flooding and hazard mitigation, pursuant to the Hermit's Peak/Calf Canyon Fire Assistance Act and as otherwise provided by law. Contracts between the Agency and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Contract template provided in Appendix C. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP (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 Agency will not accept deviations from the Contract terms and conditions as set forth in the RFP Contract template (Appendix C), unless submitted by Offeror and approved by the Agency. Any proposed deviations may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the deviation, or correction of what is deemed to be a deficiency, or an unacceptable deviation 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 Contract Template (Appendix C) the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

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

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a Contract negotiated with the Agency. As stated in more detail above, proposed deviations may or may not be accepted by the Agency.

## **16. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **17. Offeror Qualifications**

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

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

The Evaluation Committee reserves the right to waive Minor Irregularities. The Evaluation Committee also reserves the right to waive Mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same Mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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

The Agency reserves the right to request a change in Contractor if the assigned Contractor is not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **20. Notice of Penalties**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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.

## **21. Agency Rights**

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

## **22. Right to Publish**

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

## **23. Ownership of Proposals**

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

## **24. Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the Contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Procuring Agency's written permission.

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

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

## 26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to:

<https://www.dhsem.nm.gov/active-procurement-opportunities/>

## 27. New Mexico Employees Health Coverage

- a) If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the Contract, Offeror must agree to have in place, and agree to maintain for the term of the Contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b) Offerors must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c) Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/> .

## 28. Campaign Contribution Disclosure Form

Offerors 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 other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## 29. Disclosure Regarding Responsibility

- a. Any Prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State Agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - b. is presently debarred, suspended, proposed for debarment, or declared ineligible for Award of contract by any federal entity, State Agency or local public body.
  - c. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - i. 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;

- ii. violation of Federal or state antitrust statutes related to the submission of offers; or
  - iii. 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;
- d. 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.
- e. 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.
  - i. 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.
  - ii. 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.
  - iii. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or State Agency or local public body.)
- f. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- g. 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 be grounds for immediate termination of the Agreement.
- h. 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 Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- i. 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 the resulting Agreement. If during the performance of the Contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the Contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **30. Conflict of Interest; Governmental Conduct Act.**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement without the written consent by the agency. Prior disclosure of conflicts of interest shall be a condition precedent, and failure to disclose shall be grounds for subsequent Contract termination. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

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. If the agency determines that an existing conflict of interest exists, the Offeror shall be required by the Procurement Manager to submit additional documentation limited to a specific description of how the Offeror proposes to overcome the conflict.

## **III. RESPONSE FORMAT AND ORGANIZATION**

### ***NUMBER OF RESPONSES***

Offerors shall submit two (2) electronic versions of their proposal in response to this RFP via the designated Dropbox link.

Offerors shall provide the following:

- One (1) **unredacted** version of the proposal, clearly identifying any confidential information; and
- One (1) **redacted** version of the proposal, with all confidential information removed or obscured.

All confidential information must be clearly marked in the unredacted version in accordance with applicable state law and procurement requirements. The redacted version will be considered a public record and may be released in response to a public records request.

### ***PROPOSAL FORMAT***

All proposals must be submitted as follows:

The electronic version of the Proposal shall be in MS Word format.

## 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material (i.e. Firm Resumes) may be used. The proposal should be organized and indexed in the following format and contain, at a minimum, all listed items in the sequence indicated.

- a) Acknowledgement of Receipt Form – Appendix A
- b) Campaign Contribution Disclosure Form – Appendix B
- c) Offeror's Response and Proposed Additional Terms to Sample Contract Terms and Conditions – Appendix C
  - i. Per items 15, 16, and 17 of the General Requirements above.
- d) Signed Employee Health Coverage Form – Appendix D
- e) Signed Letter of Transmittal – Appendix E
  - i. Completed Substitute W-9
- f) Resident Veterans Certificate *if applicable* – Appendix F
- g) Resident Vendor Certificate *if applicable* – Appendix G
- h) Affidavit of Former Employment – Appendix H
  - i. Includes SAMPLE of Affidavit for review only. If applicable, the Agency will forward Affidavit(s) for execution at the time of Contract Award.

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

## 2. 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 firm.

## IV. SPECIFICATIONS

Offerors must respond by providing a copy of each proposed attorney's resume addressing the specifications listed below, unless otherwise instructed. Responses shall include narratives and supporting materials sufficient to demonstrate the Offeror's qualifications and experience.

Certain requirements identified herein are considered mandatory and minimum qualifications. Failure to meet mandatory requirements identified in this section will result in rejection of the proposal

All other specifications will be evaluated as part of the proposal evaluation process in accordance with the evaluation criteria set forth in this RFP.

- a. Law firms submitting offers must have documented experience, skills and knowledge in representing municipal, county or state governmental entities in any of, but not limited to the following areas of law: affirmative litigation on behalf of state and local government bodies and/or mass torts.

*A maximum of one hundred fifty (150) points is available for this section and will be evaluated based on the relevance, depth, and similarity of the Offeror's experience to the scope of work described in this RFP.*

- b. Law firms submitting offers must identify Principals/Owners/Directors/Partners with at least five (5) years general civil litigation experience.

*This requirement is mandatory and will be evaluated on a Pass/Fail basis. Failure to meet this requirement will result in rejection of the proposal.*

- 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].

Either curriculum vitae or narrative detail shall be attached in response to this RFP which shall address the following for each proposed biller identified:

1. Area(s) of legal experience: for example, general tort liability (including highway), mass torts, affirmative litigation on behalf of government bodies, insurance, subrogation and contractual indemnity, construction, property rights and usage, class action litigation (please do not provide extensive or uninformative case lists);
2. A summary of the attorney's mass tort and/or affirmative litigation experience;
3. A summary of the attorney's experience in federal and/or state administrative/regulatory proceedings against FEMA, including cases successfully taken to hearings or trials on the merits, in addition to cases that were settled or dismissed;
4. Date proposed attorneys were licensed as attorney(s) in the State of New Mexico, and/or other bar admission dates; and
5. A summary of the attorney's educational background, special training, and recognitions.

The Procurement Manager retains the right to request additional information demonstrating the requisite experience.

*This section will be evaluated and scored based on the qualifications, relevant experience, and demonstrated expertise of proposed key personnel, including experience in mass tort litigation, affirmative litigation on behalf of governmental entities, and proceedings involving the Federal Emergency Management Agency. A maximum of two hundred (200) points is available for this section.*

- d. Offeror must be insured as required pursuant to the terms set forth in the sample Professional Services Contract, attached hereto as **Appendix C** and incorporated herein by reference.

*This requirement is mandatory and will be evaluated on a Pass/Fail basis. Failure to meet this requirement will result in rejection of the proposal.*

- e. 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 [CGC] in the proposal. 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 [CGC]. 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. If the Agency determines that an actual or potential conflict of interest exists, the Offeror shall, upon request by the Procurement Manager, submit additional documentation limited to a specific description of how the Offeror proposes to mitigate or overcome the conflict. Such documentation must be submitted within the deadline established by the Procurement Manager in a written request and prior to the conclusion of the proposal evaluation process. Response must be received within twenty-four (24) hours of the written request, unless otherwise specified by the Procurement Manager. If a Contract is awarded to an Offeror pursuant to this RFP, and the agency later discovers a conflict of interest that was not previously disclosed as required herein, the Contract may be terminated on or after the date of such discovery on the basis of failure to satisfy a condition precedent.

*This requirement is mandatory and will be evaluated on a Pass/Fail basis. Failure to meet this requirement will result in rejection of the proposal.*

- f. Offerors must provide a detailed explanation of procedures routinely used that are designed to ensure that legal representation is provided in a cost-effective manner. The agency reserves the right to evaluate the cost-effectiveness of any Offeror that has had a [CGC] contract in the last four fiscal years. Offerors without such a contract will be evaluated based on narrative explanation of the firm's process for evaluation of new assignments, innovative suggestions for minimizing costs and description of the firm's capacity to meet the terms of the Billing Guidelines attached to the Sample Contract in [Appendix C](#).

*A maximum of one hundred (100) points is available for this section and will be evaluated and scored based on the relevance, reasonableness, and effectiveness of the Offeror's approach in delivering cost-efficient legal services aligned with the scope of work described in this RFP.*

- g. Offerors must agree in the Letter of Transmittal ([Appendix E](#)) that it accepts the following terms of compensation:

The Agency may, on a case-by-case basis, authorize the Contractor to petition the court for reasonable attorney's fees and costs, or to include such fees and costs in a settlement agreement. 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. The fees shall not exceed the following percentages:

- 20% of the first \$50,000,000 recovered;
- 15% of any additional amount between \$50,000,001 and \$100,000,000;
- 10% of any additional amount between \$100,000,001 and \$250,000,000;
- 5% of any additional amount over \$250,000,000.

In addition to fees, the Contractor may recover reasonable costs associated with litigation. Distribution of fees will not occur until the final disposition of the case.

The Agency makes no guarantee or representation regarding Contractor's 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 Contractor fails to obtain an award of attorney's fees and/or costs, or Contractor does 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.

*This requirement is mandatory and will be evaluated on a Pass/Fail basis. Failure to meet this requirement will result in rejection of the proposal.*

- h. Offerors must provisionally complete and submit the Agency Certification form attached at [Appendix I](#). Completion of the Agency Certification form requires Offeror to analyze its business association and determine whether any individual who has a substantial ownership interest (defined as greater than 20%) is required to disclose status as a current or former state employee or legislator or the family member of a current state employee or legislator. Any individual required to disclose status as current or former state employee or legislator, or the family member of a current state employee or legislator must be prepared to submit an affidavit at the time the Contract is executed. A sample affidavit is included in Appendix I and a final form will be submitted for execution at the time of Contract Award. Timely completion and return of the Affidavit will be critical in order to allow for required Memos from the Attorney General and PERA.

*This requirement is mandatory and will be evaluated on a Pass/Fail basis. Failure to meet this requirement will result in rejection of the proposal.*

- i. 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.

Proof of licensure must be provided at the time of proposal submission for any attorney proposed to perform work under this contract. Failure to meet this requirement will result in the proposal being deemed non-responsive.

*This requirement is mandatory and will be evaluated on a Pass/Fail basis. Failure to meet this requirement will result in rejection of the proposal*

## ***BUSINESS SPECIFICATIONS***

### **1. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (Appendix F) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

### **2. 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.

### **3. 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)

### **4. Employee Health Coverage Form**

The Offeror must agree with the terms as indicated in Appendix D. The unaltered form must be completed, signed by the person authorized to obligate the Offeror's firm and submitted with Offeror's proposal.

## **V. EVALUATION**

### ***EVALUATION SUMMARY***

The following is a summary of evaluation factors. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors</b>	<b>Pass/Fail</b>	<b>Points Available</b>
<b>A. Specifications</b>		
a. Firm Experience Capability	N/A	150 Points
b. Minimum Qualifications of Key Personnel	Pass/Fail Only	N/A
c. Key Personnel Qualifications	N/A	200 Points
d. Insurance Requirements	Pass/Fail Only	N/A
e. Conflict of Interest Disclosure	Pass/Fail Only	N/A
f. Cost Effectiveness and Management Approach	N/A	100 Points
g. Acceptance of Compensation Terms	Pass/Fail Only	N/A

h. Certification Requirements	Pass/Fail Only	N/A
i. NM License Requirement	Pass/Fail Only	N/A
Business Specifications	Business Specifications	
B. Resident Business or Resident Veteran's Preference	Pass/Fail	N/A
Letter Of Transmittal	Pass/Fail	N/A
Campaign Contribution Disclosure Form	Pass/Fail	N/A
Employee Health Coverage Form	Pass/Fail	N/A
<b>Total Score</b>	<b>Pass/Fail</b>	<b>450 points available</b>

All factors identified as Pass/Fail must be satisfied for a proposal to be considered responsive. Any proposal that fails to meet a Pass/Fail requirement will be deemed non-responsive and eliminated from further consideration.

For those factors identified as "Pass/Fail, then Scored," proposals must first receive a "Pass" rating to be eligible for scoring. Only those proposals meeting all Pass/Fail requirements will be evaluated and scored based on the criteria set forth in this RFP.

### ***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 information to perform the evaluation.
4. Offerors whose proposals are most advantageous to the State will be recommended for Award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

Confidential - AWP/ACP} Fire Victim RFP \_ DRAFT

# REQUEST FOR PROPOSAL

Legal Services  
26-79500-26-00019

## ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and ending with **Appendix I**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager **via email** no later than **3:00PM, Monday, April 20, 2026** Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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.

Megan Martinez  
Legal Services, RFP # 26-79500-26-00019  
Department of Homeland Security  
E-mail: [megan.martinez@dhsem.nm.gov](mailto:megan.martinez@dhsem.nm.gov)

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Confidential - AWP/ACP} Fire Victim RFP \_ DRAFT

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A Prospective Contractor or a family member or Representative of the Prospective Contractor shall not give a Campaign Contribution or other thing of value to an Applicable Public Official or the Applicable Public Official's employees during the Pendency of the Procurement Process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed Award for a proposed Contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a Prospective Contractor fails to submit a fully completed disclosure statement pursuant to this section; or a Prospective Contractor or family member or Representative of the Prospective Contractor gives a Campaign Contribution or other thing of value to an Applicable Public Official or the Applicable Public Official's employees during the Pendency of the Procurement Process.

The State Agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every Applicable Public Official, if any, for which disclosure is required by a Prospective Contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable Public Official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to Award or influence the Award of the contract for which the Prospective Contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be Awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an Applicable Public Official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the

value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

**“Pendency of the Procurement Process”** means the time period commencing with the public notice of the request for proposals and ending with the Award of the contract or the cancellation of the request for proposals.

**“Prospective Contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_  
**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

Confidential - AWP/ACP } Fire Victim REF DRAFT

**APPENDIX C**

**PROFESSIONAL SERVICES CONTRACTS**

Confidential - AWP/ACP} Fire Victim RFP\_DRAFT

# STATE OF NEW MEXICO

## OFFICE OF THE GOVERNOR

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

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **OFFICE OF THE GOVERNOR/CHIEF GENERAL COUNSEL (CGC)** AND **DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

Contractor will provide legal services, including research, investigation, analysis assistance and support, legal advice, legal representation and litigation as determined by the Agency for claims seeking injunctive relief, restitution, damages, costs of investigation, litigation expenses, remediation, equitable and other relief related to [the caption of the case]. Any such action may be brought under either state or federal jurisdictions. Contractor shall handle any resulting litigation, in conjunction with and subject to the review and approval and final decision-making authority vested in the Agency.

**2. Compensation.**

A. The Agency may, on a case-by-case basis, authorize the Contractor to petition the court for reasonable attorney's fees and costs, or to include such fees and costs in a settlement agreement. 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. The fees shall not exceed the following percentages:

- 20% of the first \$50,000,000 recovered;
- 15% of any additional amount between \$50,000,001 and \$100,000,000;
- 10% of any additional amount between \$100,000,001 and \$250,000,000;
- 5% of any additional amount over \$250,000,000.

In addition to fees, the Contractor may recover reasonable costs associated with litigation. Distribution of fees will not occur until the final disposition of the case.

Except in the event of termination, the Agency will assist the Contractor in seeking and securing court-awarded attorney's fees and costs. This assistance may include making personnel available to prepare affidavits, provide testimony at hearings, or endorse pleadings in support of the Contractor's request for 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 remitted 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 Contractor's 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 Contractor fails to obtain an award of attorney's fees and/or costs, or Contractor does 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 [Date], 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 convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

#### B. Notice; Agency Opportunity to Cure.

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

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor 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 12 are material representations of fact upon which the Agency relied when this Agreement was entered

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

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

**12. Amendment.**

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

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

**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. Liability Insurance Requirements.**

The Contractor shall maintain, at its own expense, Professional Liability and/or General Liability insurance coverage in the amount of \$1,000,000 per occurrence. The Contractor agrees to provide the State with a valid Certificate of Insurance (COI) evidencing such coverage. The COI shall be submitted to the Director of Business Operations and must demonstrate that appropriate insurance coverage is in effect for the duration of this Agreement.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency.

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents.

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

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

**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: **Business  
Counsel**

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

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

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

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

Confidential - AWP/ACP } Fire Victim REP - DRAFT

## PSC-Exhibit A

### **Billing Guidelines**

#### **I. General Principles**

- A. **Origination of Legal Work.** All legal work performed under the contract must originate with [CGC]. In the event any public entity or public employee makes direct contact with the Contractor to initiate defense of a matter, the Contractor shall immediately contact [CGC] for instructions. Public entities or public employees shall be directed to contact [CGC] to request a claim assignment according to normal [CGC] claim procedures. Legal work performed on behalf of a public entity in the absence of notice to or approval from [CGC] will not be compensated.
- B. **Conflicts of Interest** Since the State of New Mexico has a broad array of interests, Contractors shall be vigilant in application of the Rules of Professional Responsibility and have processes in place to identify actual, perceived, or potential conflicts of interest posed by its representation of the State, its entities and employees.

#### **Firms must comply with the following directives:**

Conflicts of interest must be disclosed to [CGC] immediately upon discovery of the conflict, and waived, in writing prior to beginning work on the matter.

The Contractor is further required to disclose any changes to the conflict of interest status during the pendency of representation, and must inform [CGC] of any activity which might be actual, perceived, or a potential conflict of interest.

- C. **Ethical Improprieties.** Contractor shall immediately advise the [CGC Director] of any concerns about ethical improprieties on the part of [CGC] personnel, other state employees, or any individuals associated with a particular claim. Contractor must also self-report any potential ethical improprieties involving Contractor's personnel.

#### **II. Communication**

- A. With rare exceptions, [CGC] requires e-mail communication due to its quick, efficient, and paperless nature. All e-mailed correspondence sent to [CGC] must display the [CGC] claim number in the subject line of the email.
- B. Assignments from [CGC] will appoint an [CGC] file handler as the Contractor's primary [CGC] contact for the matter. [CGC] may also designate additional [CGC] personnel to whom Contractor should communicate (or copy on communications). The file handler designated by [CGC] shall have the ultimate responsibility for the assigned matter and will be the person with whom Contract Counsel will have their primary working relationship in terms of litigation strategy, internal impressions, work product, and Contract oversight, approval of costs, settlement authority requests, and other day-to-day administrative issues which may arise.

### **III. Media Relations and Promotion**

- A. Any media inquiry relating to an assigned matter or [CGC]'s relationship with the Contractor must be referred immediately to CGC]. The Contractor shall not make statements to the media regarding [CGC] matters without securing advance approval from [CGC] Public Information Officer. If no approval can be obtained, Contractor shall issue a statement of no comment in response to any media inquiry.
- B. [CGC] does not authorize the Contractor to advertise or promote its relationship with [CGC] or the State of New Mexico, other than listing [CGC] as a client.

### **IV. Billing Requirements**

#### **A. Schedule of Rate**

The Agency may, on a case-by-case basis, authorize the Contractor to petition the court for reasonable attorney's fees and costs, or to include such fees and costs in a settlement agreement. 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. The fees shall not exceed the following percentages:

- 20% of the first \$50,000,000 recovered;
- 15% of any additional amount between \$50,000,001 and \$100,000,000;
- 10% of any additional amount between \$100,000,001 and \$250,000,000;
- 5% of any additional amount over \$250,000,000.

In addition to fees, the Contractor may recover reasonable costs associated with litigation. Distribution of fees will not occur until the final disposition of the case.

The Agency makes no guarantee or representation regarding Contractor's 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 Contractor fails to obtain an award of attorney's fees and/or costs, or Contractor does 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.

#### **1. Waivable Filing Fees**

- A. [CGC] expects firms to apply for fee waivers whenever possible, always in New Mexico District Court, through the process prescribed by the Court(s).
- B. [CGC] will not compensate waivable filing fees.

### **V. Staffing**

#### **A. Attorneys**

1. [TBD]

## **B. Discontinuation of Representation**

### **1. Elective Discontinuation by [CGC]**

- A. [CGC] reserves the right to discontinue any retention at any time without cause.
- B. The firm must cooperate and assist in the transition of any assigned matter including the forwarding of files and other materials.

## **VI. Activities and Conduct of Assignments**

### **A. Quarterly Status Reports**

- 1. Contractors shall submit quarterly status reports (QSRs) in a format determined by [CGC] (located in **Exhibit B**) at ninety-day intervals from completion of the IRA. Upon acceptance of a case assignment, the [CGC] paralegal will issue a letter of engagement which includes the QSR schedule for the next two calendar years. [CGC] reserves the right to amend the format of **Exhibit B**.
- 2. Contract Counsel is responsible for apprising [CGC] of changing procedural, factual, and/or other circumstances.

### **B. Litigation Risk Analysis**

- 1. Contractor will submit a litigation risk analysis (LRA) in a format determined by [CGC] (located in **Exhibit C**) at least thirty (30) days before a mediation and/or trial date, or upon request of [CGC]. Failure to provide the LRA in this timeframe may require cancellation and/or rescheduling of the mediation. [CGC] reserves the right to amend the format of **Exhibit C**.
- 2. This analysis is meant to detail the key components of exposure, an analysis of comparative fault among all implicated actors, an estimate of any potential damages award, and a recommended settlement amount.
- 3. The LRA is for internal [CGC] use only and shall not be disclosed to any other person or entity, including real parties in interest, without prior, express authority by [CGC].

### **C. Consultants and Experts**

- 1. Prior to the retention of all experts or consultants, Contractor must obtain [CGC] approval and provide [CGC] with the proposed scope of work, fee information, and estimated expenses.
- 2. The assigned attorney must monitor the expert/consultant's work and billing and immediately advise [CGC] of any changes to the pre-approved estimated expenses.

### **D. Discovery**

1. Upon receipt of discovery requests, counsel must immediately forward the requests to the named party/representative and develop a plan with the named party/representative to gather substantive responses and materials.
2. No documents should be produced without a thorough review by counsel and without consideration being given to the preparation of privilege logs, a protective order, or stipulation, if appropriate.

#### **E. Early Resolution Evaluations and Alternative Dispute Resolution**

- 1.[CGC] strongly encourages early settlements whenever practical and expects timely and meaningful settlement evaluations to be included as part of the required Initial Risk Analysis and Litigation Risk Analysis.
- 2.[CGC] expects an early settlement or other expedited, dispositive resolution wherever possible while protecting the State of New Mexico's interests.
- 3.[CGC] encourages proposals for alternative dispute resolution.

#### **VII. Retention of Work Product and Financial Records**

- A. Firms must retain all work product substantiating Contract Counsel's billed tasks, including research notes, memoranda, and pleadings. Upon special request, firms must transmit all time sheets, billing memoranda, and other related documentation associated with any billing statement to [CGC] within thirty (30) business days.

**PSC-Exhibit B**

**QUARTERLY STATUS REPORT (QSR)**

**PRIVILEGED & CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**ATTORNEY/CLIENT PRIVILEGE**

TO: ([CGC] Supervising Attorney or Adjustor)  
FROM: (Contractor)  
DATE:  
RE: (Case Name and Claim Number)  
(State Entity and/or State Employee(s)) (Date of Loss)  
(Judge Assigned or Adjudicating Entity) (Court Case Number (if applicable)) (Trial Date (if applicable))  
(Plaintiff Attorney(s))

Has a scheduling order been entered in this case? If not, when do you anticipate this will be completed?

What is the case status? Please provide a short description of the current status of the proceedings, anticipated motions and discovery, and settlement discussions or their absence.

Please review your initial Litigation Summary and Risk Analysis

- Have any new facts become available?
- Have you identified any new legal issues? Defenses?
- Has your assessment of the strengths and weaknesses of your factual and legal position changed?
- Has your assessment of the possible results and probabilities changed?
- Has your strategy in this matter changed?
- Has your anticipated legal budget changed?

Additional Comments/Personal Impressions:

Conclusion and Recommendation:

**PSC-Exhibit C**

**LITIGATION RISK ANALYSIS (LRA)**

**PRIVILEGED & CONFIDENTIAL**  
**ATTORNEY WORK PRODUCT**  
**ATTORNEY/CLIENT PRIVILEGE**

TO: ([CGC]Supervising Attorney or  
Adjustor) FROM: (Contractor)  
DATE:  
RE: (Case Name and Claim Number)  
(Named State Entity(ies) and/or State Employee(s))  
(Date of Loss)  
(Judge Assigned or Adjudicating Entity)  
(Court Case Number (if applicable))  
(Trial Date (if applicable))  
(Mediation Date and Mediator (if applicable))  
(Plaintiff Attorney(s))  
(Recommended Settlement Authority)

a. **Describe the parties and how they are related:** (Note: Do not merely refer to the parties as the plaintiff/defendant; include more descriptive terms to identify the relationship/status at issue, e.g., supervisor/employee)

b. **Procedural History:**

- What is the stage of litigation?
- Are there any important upcoming dates or events (i.e. dispositive motions, depositions, or hearings)?

c. **Substantive Facts:**

- What is/are the cause(s) of action?
- What is the demand and/or relief requested?
- Provide a description of the facts of the case.

**PSC-Exhibit C (cont.)**

- d. **What is your assessment of the strengths and weaknesses of your factual and legal position?** Please include such factors as the substance and impact of the evidence, the availability and quality of witnesses, the sympathy or not of the adversary, the friendliness or hostility of the tribunal, favorable or adverse case law, media attention, and the competence and experience of opposing counsel.
- e. **What are the possible results and probabilities?**
- Assessment of damages (include likely exposure range)
  - Damages breakdowns (medicals, wages, punitive, fee shifting, statutory, etc...)
  - Assessment of comparative fault (if applicable)
- f. **Total legal budget through trial?** (Delineate what has been billed and anticipated future billing)
- Discovery
  - Motions Practice
  - Experts
  - Trial
  - Total
- g. **Additional Comments/Personal Impressions:**
- h. **Conclusion and Recommendation:** (Include a recommended monetary settlement amount or range)

**APPENDIX D**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

Confidential - AWP/ACP, Fire Victim RFP\_DRAFT

## ***New Mexico Employees Health Coverage Form***

1. For all Contracts solicited and awarded on or after January 1, 2008: 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 and offer that health insurance to those employees no later than July 1<sup>st</sup> of each year if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/> .

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

Name of Firm: \_\_\_\_\_

**APPENDIX E**

**LETTER OF TRANSMITTAL FORM**

Confidential - AWP/ACP, Fire Victim RFP - DRAFT

# Letter of Transmittal Form (LTR)

RFP#: 26-79500-26-00019

This form MUST BE COMPLETED IN FULL and signed/initialed by an authorized Principal of the Offeror Law Firm. Submission of an incomplete form WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

**Offeror Name:** \_\_\_\_\_ (must match detail in Substitute W-9)

\_\_\_\_\_ Offeror has Principals/Owners/Directors/Partners with at least five (5) years general civil litigation experience.

\_\_\_\_\_ Completed Substitute W-9 Attached

**NOTE: Preference will be given to vendors who agree to accept payment via ACH (automatic deposit).**

\_\_\_\_\_ Offeror is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

\_\_\_\_\_ NM Taxation and Revenue ID (CRS) Number

Offeror proposes to provide legal services and seeks to secure Contracts which in support of:

the recovery of financial compensation due to victims of the 2022 New Mexico Hermit's Peak/Calf Canyon Fire, subsequent flooding and other hazard mitigation, pursuant to the Hermit's Peak/Calf Canyon Fire Assistance Act or otherwise as provided by law.

Acceptance (Initial):

\_\_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II of the RPF.

\_\_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the prescribed schedule of billing rates set forth in Section IV(h) of the RPF.

Information for the person(s) authorized by the organization to negotiate terms and contractually obligate this Offeror

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Information for the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Information for the person designated by the organization to receive notices associated with any Contract awarded via this procurement:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Information regarding use of subcontractor (Select one)

No subcontractor will be used in the performance of any resultant Contract OR  
 The following subcontractor will be used in the performance of any resultant Contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

\_\_\_\_\_, 2026  
Authorized Signature and Date

Confidential - AWP/ACPS Fire Victim RFP - DRAFT

Attached is the link for the W-9 Form:

[http://www.nmdfa.state.nm.us/uploads/FileLinks/5def2981105847d5b2f19ead6bdce97d/NM\\_SUBSTITUTE W 9.pdf](http://www.nmdfa.state.nm.us/uploads/FileLinks/5def2981105847d5b2f19ead6bdce97d/NM_SUBSTITUTE_W_9.pdf)

Confidential - AWP/ACP, Fire Victim RFP\_DRAFT

**APPENDIX F**

**RESIDENT VETERANS' CERTIFICATION**

Confidential - AWP/ACP, Fire Victim RFP - DRAFT

# Resident Veterans Preference Certification

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, 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.

## APPENDIX G

### Resident Vendor Certificate

Qualifying applicants should attach the relevant certificate and any other documentation as specified by the New Mexico Taxation and Revenue Department and NMSA 1978, § 13-1-21.

For more information, see: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Confidential - AWP/ACP, Fire Victim RFP - DRAFT

## APPENDIX H

### SAMPLE AFFIDAVIT

---

Offeror is required to provisionally complete the attached Agency Certification form and  
CIRCLE THE APPROPRIATE RESPONSE TO ITEMS 1 AND 2  
And CHECK THE CORRECT LINE IN ITEM 3.

Completion of the Agency Certification form requires Offeror to analyze its business association and determine whether any individual who has a substantial ownership interest (defined as greater than 20%) is required to disclose status as a current or former state employee or legislator or the family member of a current state employee or legislator.

Any individual required to disclose status as current or former state employee or legislator or the family member of a current state employee or legislator must be prepared to submit an affidavit at the time the Contract is executed. A sample affidavit is attached hereto, and a final form will be submitted for execution at the time of Contract Award. Timely completion and return of the Affidavit will be critical.

# AFFIDAVIT

**If applicable, an affidavit will be forwarded for execution at the time of award.**

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired (**circle one**) from state employment as of \_\_\_\_\_ (date).
2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Professional Services Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Professional Services Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into a professional services agreement in the amount of \$ \_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Professional Services Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Professional Services Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
Name

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee) this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**APPENDIX I**

**AGENCY CERTIFICATION FORM**

*Confidential - AWP/ACP} Fire Victim RFP\_DRAFT*



Confidential - AWP/ACP} Fire Victim RFP\_DRAFT