

**LEGAL SERVICES RFP**

**#24-662-0100-00008**

**AMENDMENT #1**

**Page 5- REMOVE I.B.1 and I.B.2**

**(1) Public Liability Fund**

Requires expertise in one or more of the following areas if law: general tort/public liability pursuant to the Tort Claims Act NMSA 41-4-1 (*et seq.*); medical malpractice; law enforcement and corrections liability; employment and ethics law; civil rights; insurance, subrogation and contractual indemnity; construction; property rights and usage; class action litigation.

**2) Worker's Compensation Retention Fund**

Requires expertise in the Workers Compensation Administration and appellate courts pursuant to NMSA 52-1-1 (*et seq.*).

**Page 18- REMOVE 29.5**

1. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

**Page 24- IV.A.5.**

**5. Experience providing legal representation for medical malpractice litigation including supervision of medical malpractice litigation and provide legal representation for other healthcare litigation.**

**Page 24 IV.B.1.a-c**

**B. TECHNICAL SPECIFICATIONS**

**1. Organizational Experience**

- a. **Law firms submitting offers must have documented experience in the areas identified in the Scope of Work**
- b. **Law firms submitting offers must identify Principals/Owners/Directors/Partners with at least five (5) years experience in the areas identified in the scope of work.**
- c. **The proposal must include both a completed hard copy and electronic copy of a matrix includes a KEY PERSONNEL matrix that identifies attorneys with**

five years or more of relevant legal experience who the offering firm expects to supervise legal work assigned by MCMC. A list of proposed individual who may provide billable services should also be included (including Key Personnel, other billing attorneys, paralegals and law clerks).

Either *curriculum vitae* or narrative detail shall be attached which shall address the following for each proposed biller identified in the Exhibit A to the Professional Services Contract:

- Area(s) of legal experience identified in the Scope of work.
- Date proposed attorneys were licensed as attorney(s) in the State of New Mexico, and other bar admission dates; and
- A summary of the attorney's educational background, special training, and recognitions.

MCMC retains the right to request additional information demonstrating the requisite experience.

**Page 27 IV.B.3. F was omitted**

**Page 27 IV.C.1**

Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason to enable the Evaluation Committee to assess the financial stability of the Offeror.

**Page 40 Letter of Transmittal- See attached New Letter of Transmittal**

**Page 43 Page 1 Organizational Reference Questionnaire**

**Technical environment for the project your providing a reference**  
(ie., legal services)

**Page 47 Sample Contract- Page 1 Scope of work**

**1. Scope of Work.**

The Contractor shall perform the following work: The Contractor shall provide professionally competent legal representation of MCMC and its employees on a case-by-case basis when such work is assigned to it by MCMC and accepted by the Contractor.

Assignments. This Agreement does not constitute a grant to the Contractor of any right to handle any specific matter or any specific number of matters. MCMC may, in its sole discretion, assign or reassign matters as it deems expedient. Contractor shall not begin work on any matter prior to receiving an assignment. By signing this Agreement, MCMC does not guarantee the Assignment of any matters, any payment under this Agreement, or fulfillment of a granted contract amount. Whenever the Contractor accepts assignment of a matter by MCMC but later decides it is unable or unwilling to accept the case assignment, the Contractor shall promptly enter an appearance and protect the rights of MCMC and the associated public entity until substitute counsel is assigned.

Services will be performed and billed for at the offices of the Contractor in the State of New Mexico or at such other out of state locations as may be authorized by the Agency.

Pro Bono Requirement. To reduce future risk, each attorney listed in Contractor's Exhibit A shall, at the request of the Agency, provide four (4) hours of pro bono, to include both fees and costs or other legal advice or consultative services per case to the Agency, or to state agencies or others identified by the Agency.

**Page 55 of Sample Contract- #26 Insurance Coverage (removal of ii. and iii.)**

**26. Insurance Coverage.**

The Contractor shall procure and maintain in full force and effect during the terms of this Agreement. The Contractor shall furnish MCMC copies of certificates of required insurance in a form satisfactory to MCMC with submitted proposals.

i. Professional Liability Insurance. The Contractor shall procure and maintain during the term of this Agreement professional liability insurance in an amount of not less than \$1,000,000 per occurrence, including defense costs. Such insurance shall have no greater than a \$25,000 deductible unless a different form of security is specifically accepted in writing by MCMC. The amount of any deductible shall be stated in writing.

## Letter of Transmittal Form

**RFP#: 24-662-0100-00008**

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 experience as identified in the scope of work in the RFP.

\_\_\_\_\_ Completed Substitute W-9 Attached NOTE: Preference will be given to vendors who agree to accept payment via ACH (automatic deposit).W9 may be found at:  
<https://www.nmdfa.state.nm.us/wp-content/uploads/2021/08/NM-SUBSTITUTE-W9.pdf>

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

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 RFP.

\_\_\_\_\_ 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 RFP.

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)

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

\_\_\_\_\_, 2024

Authorized Signature and Date