STATE OF NEW MEXICO

MINERS' COLFAX MEDICAL CENTER

REQUEST FOR PROPOSALS (RFP)

LEGAL SERVICES

RFP#
27-662-0100-00008

RELEASE DATE: November 6, 2026

PROPOSAL DUE DATE: November 30, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals from attorneys who wish to provide professional legal services to Miners Colfax Medical Center (MCMC) to facilitate MCMC's statutory duties to defend the State of New Mexico in matters that fall under the purview of Miners Colfax Medical Center, a Critical Access Hospital in a rural area.

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)

Miners' Colfax Medical Center reserves the right to reject any or all proposals and to waive any informality in any proposal received. Please read the requirements carefully. Failure to comply may cause the proposal to be deemed non-responsive and the bidder ineligible for award of this contract.

B.WHO MAY SUBMIT:

(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.).*

3) Healthcare
Requires expertise in healthcare hospitals, Critical Access Hospitals (CAH) and rural hospital laws and regulations relevant to patient care, Medicare, Medicaid, HIPPA, Privacy & Confidentiality issues, compliance and other matters related to healthcare issues.

Offeror Awarded contract shall work closely with MCMC staff on the 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 MCMC Administrators timely informed about dates of settlement conferences, mediations, arbitrations, depositions, as well as hearing dates on all legal filings. MCMC shall review all legal services invoices, and expense submissions to confirm compliance with contractual billing guidelines and other governmental finance requirements.

C.BACKGROUND INFORMATION

MCMC requests a multi-year proposal to provide Legal Services. The term of the contract shall be one year with the option to extend for three successive one year terms, term and conditions as stated on the original proposal. The scope of procurement shall encompass the Scope of Work in Section IV of this RFP. The contract shall become effective upon the approval of the State Purchasing Department/General Services Division (SPD/GSD). MCMC shall have the option to extend the contract for three- one year terms or any portion thereof. In no event shall the contract exceed duration allowed by the New Mexico Procurement Code.

D. SCOPE OF PROCUREMENT

Professional Service Contract for LEGAL SERVICES

PLEASE NOTE:

- This is a procurement that may result in multiple contractual agreements between two parties.

E. PROCUREMENT MANAGER

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

Name:	Valorie Garcia Procurement Manager
Telephone:	(575) 445-7791
Fax:	(575) 383-3357
Email:	procurement.manager@mcmc.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the MCMC

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager electronically and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

3. **All deliveries of proposals MUST be Electronic Submittal to the designated email address and labeled as follows:**

Designated Email Address: Procurement.manager@mcmc.nm.gov

***Reference RFP Name-Email Subject Line*:**
RFP 27-662-0100-00008 LEGAL SERVICES -TECHNICAL
RFP 27-662-0100-00008 LEGAL SERVICES -COST

F.DEFINITION OF TERMINOLOGY

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

1. **"Agency"** means the General Services Department and its Administrative Services Division, the Agency sponsoring the Procurement action.

2. **"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 trustee of a trust of a Prospective Contractor.

3. "**Award**" means the final execution of the contract document.

4. **"CFO"** means Chief Financial Officer.
5. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

6. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

8. "**Contractor**" or "**Contract Counsel"** means any business having a contract with MCMC

9. "**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.

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

11. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the eProNM system, in such cases where eProNM submissions are accepted.

12. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.

13. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

14. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

16. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

17. **"FYE"** means Fiscal Year End.

18. **"MCMC"** means the Miners Colfax Medical Center. This term is used interchangeably with "Agency" and "Department."

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**IT**" means Information Technology.

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

22. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

23. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

25. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

26. "**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.

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

28. "**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.

29. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

31. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

32. "**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.

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

34. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

35. "**State (the State)**" means the State of New Mexico.

36. "**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.

37. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

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

39. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

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

4) PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

RFP is located online at www.minershosp.com/rfp

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Date	Time
1. Issue RFP	Agency	November 6, 2026	
2. Distribution List/ Acknowledgment of receipt form (Appendix A) Due	Potential Offerors	November 12, 2026	4:00 PM MST/MDT
3. Deadline to submit Questions	Potential Offerors	November 18, 2026	4:00 PM MST/MDT
4. Response to Written Questions	Procurement Manager	November 20, 2026	
5. Submission of Proposal	***Potential Offerors***	***November 30, 2026 by***	***4:00 PM MST/MDT***

6. Proposal Evaluation	Evaluation Committee	December 1-4, 2026	
7. Selection of Awardees	Evaluation Committee	December 4, 2026	
8 Finalize Contractual Agreements	Agency/Finalist Offerors	December 7, 2026	
9. Contract Awards	Agency/ Finalist Offerors	December 15, 2026	
10. Protest Deadline	Offerors	+15 days from contract award	4:00 PM MST/MDT

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of **MINERS' COLFAX MEDICAL CENTER** on November 6, 2026.

2. Acknowledgement of Receipt

Potential Offerors should return by email, the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A,to the Procurement manager at **procurement.manager@mcmc.nm.gov** to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by **4:00 pm MST or MDT on November 12, 2026.**

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.F.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until November 18, 2026 at 4:00 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. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

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

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME/ DAYLIGHT TIME ON **November 30, 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 addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E3**.**

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically to the designated email address by the deadline set forth in this RFP. ***Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline date and time****. A submission that is not both: (1) fully complete; and (2) received electronically to the designated email address by the deadline will* be *deemed late. Further, a submission that is not fully complete and received electronically to the designated email address (procurement.manager@mcmc.nm.gov) by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination due to any anti-virus or other security software will* be *deemed late. In accordance with statutes and rule,* ***NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals ***must* be submitted electronically to the designated email address in Section 1 Paragraph E3**

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

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6. Proposal Evaluation

An Evaluation Committee *will* perform the evaluation of proposals. This process *will* take place **December 1-4, 2026**, depending upon the number of proposals received. During this time, the Procurement Manager *may* initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals *may be* accepted and evaluated without such discussion. Discussions ***SHALL NOT*** be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

8. Finalize Contractual Agreements

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

9. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events

or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

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

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 4:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

LESLEE FRESQUEZ
Protest Manager
203 Hospital Drive
Raton, NM 87740

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

NOTE: The following requirements must be complied with. Failure to do so may result in proposal disqualification.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors are not allowed.

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. **MCMC personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

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:
    1. confidential financial information concerning the Offeror's organization;
    2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
    3. 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 State Purchasing Division or 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 until a valid written contract is awarded and approved by appropriate authorities.

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. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. 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.

14. Basis for Proposal

Only information supplied, in writing, by MCMC through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The Contract between the MCMC and a Contractor *will* follow the format specified by the MCMC and contain the terms and conditions set forth in the Draft Contract **APPENDIX C.** However, the MCMC reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal *will* be incorporated into and become part of any resultant contract.

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

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions *will* be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

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16. 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.

17. 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.

18. Offeror Qualifications

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

19. 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.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information.

28. Campaign Contribution Disclosure Form

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

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

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
    a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
    b. Acceptance of Section V of this RFP; and
    c. Acknowledge receipt of any and all amendments to this RFP.
8. The individual identified in #2 above, *must* sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in **Section II.C.1,** (b) the organizations acceptance of the **Section V** Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

30. Pay Equity Reporting Requirements

A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

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

C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

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

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing

Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

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

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Electronic Responses

Offerors proposal ***must be*** submitted electronically. Offerors ***shall*** submit only one (1) proposal, clearly identifying each response "Technical response and the Cost response into separate emails when and ***must be*** prominently identified "Technical Proposal", or "Cost Proposal", on the front page of each electronic file. **DO NOT submit ANY Cost response combined with the Technical response.**

Offerors *must* Electronically Submit:

a) **Technical Proposals** – One (1) ELECTRONIC FILE of the proposal containing **ONLY** the Technical Proposal and ***must be*** organized in accordance with **Section III.C.1. Proposal Format.** All information for the Technical Proposal *must be* combined into a single file/document for electronic submission. **The Technical Proposals SHALL NOT contain any Cost information.**

i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in **Section I.E.4** and detailed in Section II.C.8, Offeror *must* submit **two (2) separate ELECTRONIC technical files**:

- One (1) ELECTRONIC version of all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.E.28) versions for evaluation purposes; **AND**
- ONE (1) additional **redacted** (def. Section 1.E.22) ELECTRONIC version to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions *must be* clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.

b) **Cost Proposals** – One (1) ELECTRONIC file of the proposal containing ***ONLY*** the Cost Proposal; **All information for the cost proposal *must be* combined into a single file/document for electronic submission.**

For technical support issues contact the Procurement Manager at the following email address: Procurement.Manager@mcmc.nm.gov.

The ELECTRONIC submission *must be* received no later than the time and date indicated in Section II.B.5, Sequence of Events, Submission of Proposals and *must be* delivered in full to the designated email address by the submission deadline in Section II.B.5. Proposals received after the deadline stated in Section II.B.5 WILL NOT BE ACCEPTED

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

1. Letter of Transmittal

Offerors proposal ***must be*** accompanied by a Letter of Transmittal Form (**APPENDIX E**), which *must* be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #1 below.

C. PROPOSAL FORMAT

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

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed

in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Electronic Proposal– **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions **(from Section II.C.15)**
6. Offeror's Additional Terms and Conditions **(from Section II.C.16)**
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Electronic Proposal)**
   a. Organizational Experience
   b. Statement of Concurrence to ALL Mandatory Specifications
   c. Reply to Desirable Specifications
   d. New Mexico and/orNative American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form **(APPENDIX D)**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP ***must be*** thoroughly completed and included in the appropriate section of the proposal. Any and all discussion of proposed costs, rates or expenses ***must*** occur **ONLY** in the Cost Proposal. A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material ***will not*** be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

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

Failure to address and satisfy the qualifications below shall result in rejection of the proposal, or, in the instance of a later discovered conflict of interest, shall result in termination of a Contract Awarded by this RFP, if any.

A. DETAILED SCOPE OF WORK

1. **Provide on-call services as needed**

2. **Assist in managing issues including but not limited to the Procurement Code, IPRA, Open Meeting Act, Laws applicable to State employees & State Personnel issues and other laws relevant to NM State entities with particular emphasis concerning laws and legal issues specific to a NM State Hospital.**

3. **Assist with contract procurement, contract negotiations and contract litigation relevant to health care issues.**

4. **Assist with issues relevant to healthcare hospitals, Critical Access Hospitals (CAH) and rural hospitals including but not limited to policies and procedures and bylaws relevant to healthcare providers and staff laws and regulations relevant to patient care, Medicare, Medicaid, HIPPA, Privacy and confidentiality issues, compliance and regulatory issues and other healthcare issues as they may arise.**

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

6. **Provide advice to boards and commissions including but not limited to the board of trustees.**

B. TECHNICAL SPECIFICATIONS

1. **Organizational Experience**

   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: general tort liability (including highway), medical malpractice, law enforcement and corrections liability, employment law, civil rights, insurance, subrogation and contractual indemnity, construction, property rights and usage, class action litigation and worker's compensation.**

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

   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: for example, general tort liability (including highway), medical malpractice, law enforcement and corrections liability, employment law, civil rights, insurance, subrogation and contractual indemnity, construction, property rights and usage, class action litigation, and worker's compensation, alleged ethical violations of state law and laws and regulations relating to Healthcare and CAH's. (Please do not provide extensive or uninformative case lists);**

- **A summary of the attorney's general litigation experience;**

- **A summary of the attorney's experience in federal and/or state administrative/regulatory proceedings;**

- **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.

d. **Offeror must be insured as required pursuant to the terms set forth in the sample professional services agreements, attached hereto as Appendix G and incorporated herein by reference.**

e. **Offerors must disclose any past, existing, or potential conflicts of interest while representing governmental entities, educational institutions and public employees represented by MCMC. This disclosure should include both direct and indirect conflicts of interest and 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 MCMC or its insureds. 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 MCMC Director 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. Such additional documentation shall be submitted to the Procurement Manager on or before 12:00 p.m., November 30, 2026 before the end of the proposal evaluation process. If a Contract is awarded to an Offeror pursuant to this RFP, and MCMC 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.

f. **Offerors must provide a short explanation of procedures routinely used that are designed to ensure that legal representation is provided in a cost-effective manner. MCMC reserves the right to evaluate the cost-effectiveness of any Offeror that has had an MCMC 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.**

2. Organizational References

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their organizational References provide detailed comments.

3. Mandatory Specifications

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

A. Demonstrated experience in the law relevant to NM Government issues including but not limited to the Procurement Code, IPRA, Open Meeting Act, laws applicable to State employees & State Personnel issues and other laws relevant to NM State entities with particular emphasis concerning laws and legal issues specific to a NM State Hospital.

B. Demonstrated experience in contract procurement contract negotiations and contract litigation relevant to health care issues.

C. Demonstrated experience in laws and issues relevant to healthcare hospitals, Critical Access Hospitals (CAH) and rural hospitals including but not limited to policies and procedures and bylaws relevant to healthcare providers and staff laws and regulations relevant to patient care, Medicare, Medicaid, HIPPA, Privacy and confidentiality issues, compliance and regulatory issues and other healthcare issues as they may arise.

D. Demonstrated experience in medical malpractice litigation and other healthcare litigation.

E. Demonstrated experience in providing advice to boards and commissions including but not limited to the board of trustees.

F. New Mexico Employees Health Coverage Form
The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix F)

G. Campaign Contribution Disclosure Form
The Offeror must complete and include the Campaign Contribution Disclosure Form with the submittal of their proposal. (See Appendix B)

H. Pay Equity Report
The Offeror must submit a statement that they agree to comply with the Employee Equity Reporting. The reports can be obtained by Contractors from the State Purchasing website on the Governor's Pay Equity Initiative which also includes the Implementation Guidance.

C.BUSINESS SPECIFICATIONS

1. Financial Stability (REQUIRED- PASS/FAIL)

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 and must still provide unaudited financial statements for the preceding three years to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form (REQUIRED- PASS/FAIL)

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

3. Campaign Contribution Disclosure Form (REQUIRED- PASS/FAIL)

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. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by hourly rate. All charges listed on APPENDIX C must be justified and evidence of need documented in the proposal.

Offerors shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem, and applicable overhead.

Offerors shall also include a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable;
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

The formula that will be used for the calculation of points for this item will be: the lowest cost proposal (from all proposals received) divided by the cost of the Offeror's proposal submitted; the quotient derived from this calculation is then multiplied by 10% (maximum total points given for Cost Proposal) and produces the final point total.

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$$\frac{\textbf{Lowest Proposal Cost}}{\textbf{Offeror's Total Cost}} \quad \textbf{X} \quad \textbf{10\%} \quad = \quad \textbf{Awarded Points}$$

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

TABLE 1

Factors – *correspond to section IV.B and IV C*	**Points Available**
B. Technical Specifications	(must total 100% of available points)
B. 1. Organizational Experience	70
B. 2. Organizational References	10%
B. 3. Mandatory Specification	Pass/Fail
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	20%
TOTAL	**1,000 points**
C.5. A New Mexico Preference - Resident Vendor Points per Section IV C. 5	**5%**
C.5. B New Mexico Preference - Resident Veterans Points per Section IV C.5	**up to 10%**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. **B.1** Organizational Experience (See Table 1)
Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

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

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. B.3 Mandatory Specifications

Points will be awarded based upon thorough adherence to the mandatory specifications.

4. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

5. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.4 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

8. **C.5. New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. **New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

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

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than $1M (prior year revenue)
- 8% for more than $1M but less than $5M (prior year revenue)
- 7% for more than $5M(prior year revenue)

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Legal Services
RFP # 27-662-0100-00008

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than November 30, 2026 by 4:00 PM MST/SDT. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Valorie Garcia, Procurement Manager
Legal Services RFP # 27-662-0100-00008
203 Hospital Drive
Raton, NM 87740
Fax: 575-383-3357
E-mail: procurement.manager@mcmc.nm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

—OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C
COST RESPONSE FORM

APPPENDIX C

COST RESPONSE FORM

PERSONNEL	HOURLY

ADDITIONAL ITEMS	RATE

Offerors shall propose, by designated category, an hourly composite rate and estimate of hours to complete each category, including all out-of-pocket, audit-related expenses, such as travel, per diem, and applicable overhead.

Offerors shall also include a separate breakout of the following:

- Hourly rates to be charged by type of personnel, if applicable;
- Additional items to be included in cost such as travel, per diem, applicable overhead, etc.

Offeror Name: _____

Offeror Signature: _____

Date: _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#: 27-662-0100-00008

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 civil litigation experience.

_____ 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.

xx-xxxxxx-xxx NM Taxation and Revenue ID (CRS) Number Offeror proposes to provide legal services and seeks to secure Contracts which support defense of:

_____ The Public Liability Fund: Requiring expertise in one or more of the following areas of law: general tort/public liability per the Tort Claims Act NMSA § 41-4-1 (et.seq.); medical malpractice; law enforcement and corrections liability; employment law; civil rights; insurance, subrogation and contractual indemnity; construction; property rights and usage; and class action litigation;

_____ The Worker's Compensation Retention Fund:
Requiring expertise in matters before the Workers Compensation Administration and appellate courts.

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) _____

_____, 2026
Authorized Signature and Date

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Valorie Garcia
203 Hospital Drive
Raton, NM 87740
575-445-7791 Phone
575-383-3357 Fax
procurement.manager@mcmc.nm.gov

by November 30, 2026 by 4:00 PM MST/MDT for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 27-662-0100-00008
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____

(Name of **Offeror**)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, MINERS COLFAX MEDICAL CENTER via facsimile or e-mail at:

Name: Valorie Garcia, Procurement Manager
Address: 203 Hospital Drive
Raton, NM 87740

Telephone: 575-445-7791
Fax: 575-383-3357
Email: procurement.manager@mcmc.nm.gov

no later than November 30, 2026 by 4:00 pm MST/MDT and **must not** be returned to the company requesting the reference.

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

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

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

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

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

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

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

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

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

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

10. Would you recommend this vendor's services to your organization again?
COMMENTS:**ENDIX G**

SAMPLE CONTRACT

STATE OF NEW MEXICO

MINERS COLFAX MEDICAL CENTER

PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, 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: The Contractor shall provide professionally competent legal representation of governmental entities and public employees on a case-by-case basis when such work is assigned to it by MCMC and accepted by the Contractor:

[Alternate Language for Contract in defense of Public Liability Fund] including consultation in evaluation of and representation in any matters that may impact the Public Liability Fund, including but not limited to defense of litigation brought pursuant to the provisions of the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29 NMSA 1978, Sections 1983 and 1988 of the Civil Rights Act, the New Mexico Human Rights Act, Section 28-1-1 to 28-1-15 NMSA 1978, the Fair Pay for Women Act, Sections 28-23-1 to 28-23-6 NMSA 1978, the Whistleblower Protection Act, Sections 10-16C-1 to 10-16C-6 NMSA 1978, the Inspection of Public Records Act, Sections 14-2-1 to 14-2-12 NMSA 1978, the Public Peace, Health, Safety, & Welfare, State Ethics Commission Act, Sections 10-16G-1 to 10-16G-16 NMSA 1978, the New Mexico Civil Rights Act, Sections 41-4A-1 to 41-4A-13 NMSA 1978 and as provided for in this Agreement, including all Exhibits.

[Alternate Language for Contract in defense of Workers Compensation Retention Fund] including consultation in evaluation of and representation in any matters that may impact the Workers' Compensation Retention Fund, including but not limited to defense of litigation brought pursuant to the provisions of the New Mexico Workers' Compensation Act, Sections 52- 1-1 to 52-1-70 NMSA 1978, as provided for in this Agreement, including all Exhibits.

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, post-litigation root cause debriefing, training, or other legal advice or consultative services per case to the Agency, or to state agencies or others identified by the Agency.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars ($_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor agrees to comply with all New Mexico laws, including statutes relating to gross receipts tax as they apply to services rendered by contractor or contractor personnel. Contractor acknowledges its responsibility to determine whether payments to the Agency are subject to gross receipts tax. Failure to bill or invoice Agency for such taxes in the invoice for which such taxes would otherwise be due, and in no event more than 60 days after the services are rendered, will constitute the Contractor's waiver of the right to collect such taxes from the Agency. In the event the contractor is assessed New Mexico Gross Receipts Taxes, including any penalties or interest that may have accrued resulting from a tax audit, managed audit or other means as a result of services rendered under this agreement, Contractor shall not attempt to collect those previously unbilled taxes, penalties and interest from the Agency.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and/or Agency for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature and/or Agency, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind

the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in

which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

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

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

13. <u>Amendment.</u>

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed

Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of or which may be related to the performance of this Agreement, caused by the negligent, willful or intentional act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client or subcontractor of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

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:

Miners Colfax Medical Center

Valorie Garcia

203 Hospital Drive

Raton, NM 87740

Valorie.garcia1@mcmc.nm.gov

To the Contractor:

[insert name, address and email].

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.

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.

ii. Comprehensive General Liability. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for MCMC by the Contractor.

iii. Possible Future Increase in Limit Amounts. If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA §§ 41-4-1 to 41-4-27, RMD may require the Contractor to increase the maximum limits of any insurance required herein.:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____ Date:_____
Agency

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

By: _____ Date:_____
Agency's Chief Financial Officer

By: _____ Date:_____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____ Date:_____
Taxation and Revenue Department

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

By: _____ Date:_____

GSD/SPD Contracts Review