



Office of the District Attorney  
Eleventh Judicial District Division I  
Jack Fortner  
District Attorney

**REQUEST FOR PROPOSALS**

**CONTRACT PROSECUTOR (S) FOR THE OFFICE OF THE ELEVENTH  
JUDICIAL DISTRICT ATTORNEY DIVISION I**

**RFP NO. 2025-0602**

Issue Date: June 06, 2025

Proposal Due Date: July 07, 2025, at 3:00 P.M. Local Time

## **I. INTRODUCTION**

### **A. RFP OVERVIEW**

The Eleventh Judicial District Attorney, Division I invites qualified New Mexico State Bar Licensed attorney(s) to assist in the prosecution of criminal misdemeanor cases, felony cases, conflict of interest, and DWI misdemeanor cases on behalf of the Eleventh Judicial District Attorney, Division I for cases to be handled by Division I which are filed in McKinley County and are being handled on behalf of Eleventh Judicial District Attorney, Division II. Division I has been tasked with budget responsibilities related to Division II so attorneys contracted pursuant to this RFP will be paid from funds allocated for the benefit of Division II, but will report and be supervised by the District Attorney, or his Chief Deputies, for Division I.

The responses will be reviewed and evaluated by the Eleventh Judicial District Attorney, Division I, (hereafter referred to "District Attorney") as to which the firm or firms best meets the assignment/engagement at a fee determined by the Eleventh Judicial District Attorney, Division I to be fair and reasonable. The Eleventh Judicial District Attorney, Division I reserves the right to utilize other selection methods appropriate to specific assignments/engagements.

### **B. BACKGROUND INFORMATION**

The Eleventh Judicial District Attorney, Division I represents the people of San Juan County and now has been tasked with managing the budget of Division II which represents McKinley County. The District Attorney is charged with the duties of initiating and conducting prosecution of criminal offenses pursuant to Section 36-1-19 (A) NMSA. Effective July 1, 2025, the Legislators appropriated the Fiscal Year 2026 budget for District Attorney duties in McKinley County to the Eleventh Judicial District Attorney, Division I in San Juan County; therefore, the District Attorney will be handling the prosecution of criminal cases in McKinley County as they are assigned to Division I by the District Attorney for Division II.

### **C. SCOPE OF WORK**

The successful offeror shall have five or more years of Criminal Law experience. This position requires comprehensive, current knowledge and skills in the areas of criminal procedure and criminal law. The Offerors must have effective trial skills, the ability to draft legal documents, research/analyze information, and evaluate each case situation. The offeror shall have the ability to work effectively with Law Enforcement agencies. The District Attorney will provide necessary support services and investigation services for case preparation and litigation; provided that, the office will be unable to provide support and investigation services in a conflict case.

Awards: Pursuant to 13-1-153 NMSA – Multiple Source Award. The Eleventh Judicial District Attorney, Division I, has made the determination that multiple awards may be needed for adequate attorney services, and reserves the right to make multiple awards to various law firms.

#### **D. RFP DETAILS**

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. Award information will be posted electronically on the State Purchasing Website for 15 days.

**Cancellation.** The Eleventh Judicial District Attorney, Division I reserves the right to cancel without penalty, this RFP, any purchase order/agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

**Clarifications.** Any clarifications of instructions, terms and conditions, insurance, or offer preparation shall be made only by the contact shown on this RFP. All clarification questions should be submitted to the Procurement Manager listed in paragraph E.

**Modifications.** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Procurement Manager following the opening.

**Offer Submittal.** Offers must be submitted to the Eleventh Judicial District Attorney, Division I listed in Section 1 Paragraph F.

**Period for Offer Acceptance.** The Eleventh Judicial District Attorney, Division I shall have forty-five (45) calendar days from the time the firm submits their proposal to accept it and award.

**Public Information.** All information, except that classified as confidential, will become public information at the time that the RFP is awarded. As a state institution, The Eleventh Judicial District Attorney, Division I and Division II are subject to the NM Inspection of Public Records Act (IPRA), so unless there is an exception under the law, documents in the Eleventh Judicial District Attorney, Division I possession are subject to review by any member of the public. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right-hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

**Rejection of Offers.** The Eleventh Judicial District Attorney, Division I reserves the right to make an award based on the evaluation criteria contained herein, to reject all offers or any part thereof, and to accept the offer that is in the best interest of the Eleventh Judicial District Attorney, Division I to be used for the benefit of Division II.

**Right to waive minor irregularities.** The selection committee reserves the right to waive minor irregularities. The selection 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 selection committee.

**Taxes.** The Eleventh Judicial District Attorney, Division I is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A tax-exempt certificate can be made available by the Procurement Manager.

**Withdrawal of Offers.** Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the submittal due date and time.

**Changes.** The Eleventh Judicial District Attorney, Division I may make changes within the general scope of any resultant purchase order/agreement by giving notice to the firm and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change for a firm shall be recognized without written approval of the Eleventh Judicial District Attorney, Division I. Any claim of firm for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by firm of notification of such a change. Nothing in this Paragraph shall excuse the firm from proceeding with the performance of the Purchase Order/Agreement as changed hereunder. Changes or alterations after an award can only be made if agreed in writing by the Eleventh Judicial District Attorney, Division I.

**Disclosure of proposal contents.** The proposals will be kept confidential until the Eleventh Judicial District Attorney, Division I, awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the firm has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. 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. Confidential data is normally restricted to confidential financial information concerning the firm's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated a proprietary or confidential information. If a request is received for disclosure of data for which a firm has made a written request for confidentiality, the Eleventh Judicial District Attorney, Division I shall examine the firm's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the firm takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**Employee Certification.** The firm's and all firm's employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP.

**Equal Opportunity and Affirmative Action.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

**Indemnification and Insurance.** Firm assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by firm or the performance of the work by firm its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the Eleventh Judicial District Attorney, Division I. Firm shall indemnify, defend and hold harmless the Eleventh Judicial District Attorney, Division 1, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Firm will also indemnify, defend and hold harmless the Eleventh Judicial District Attorney, Division I against any joint and several liabilities imposed against the Eleventh Judicial District Attorney, Division I Office with respect to strict products liability claims attributable to the fault of the firm. Firm agrees that it and its sub-contractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the Eleventh Judicial District Attorney, Division I. The liability of the Eleventh Judicial District Attorney, Division I will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4- 1 et seq. NMSA 1978, as amended."

**Independent Business.** Neither Firm nor its agents shall be treated as an employee of the Eleventh Judicial District Attorney, Division I, for any purpose whatsoever. Firm declares that firm is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement. The firm further declares that it is engaged in the same or similar activities for other clients and that the Eleventh Judicial District Attorney, Division I and Division II, is not the firm's sole or only client or customer.

**Option to Renew.** The Eleventh Judicial District Attorney, Division I reserves the option to renew a resultant contract if such renewal is mutually agreed to and found to be in the best interest of

the Eleventh Judicial District Attorney, Division I. Renewal options will be exercised in one-year increments and in accordance with 13-1-150 NMSA, 1978.

**Ownership of Documents.** All documents which are prepared by the firm or any member of the consulting team that form a part of its services under a resultant Purchase Order/Agreement are the sole property of the Eleventh Judicial District Attorney, Division I and such works may not be reproduced nor distributed without the express written consent of the Eleventh Judicial District Attorney, Division I and shall be delivered to the Eleventh Judicial District Attorney, Division I upon termination and or completion of this Purchase Order/Agreement if the Eleventh Judicial District Attorney, Division I so requests. The firm shall be responsible for the protection and/or replacement of any original documents in its possession.

**Penalties.** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities, and kickbacks.

**Schedule Delays.** If after the award, the firm becomes aware of potential problems that could result in delays in completion of the work on the agreed-to schedule; the firm must immediately notify the Procurement Manager or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the firm of its contractual obligations; however, failure to notify the Eleventh Judicial District Attorney, Division II or Division I promptly will be basis for determining the firm's responsibility in an otherwise excusable delay.

**Termination and Delays.** The Eleventh Judicial District Attorney, Division I may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, at any time. The Eleventh Judicial District Attorney, Division I shall pay firm as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages, not otherwise recoverable from other sources by firm, as approved by the Eleventh Judicial District Attorney, Division I, with respect to the undelivered or unaccepted portion of any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted price. Such amount will be limited to firms' s actual cost and may not include anticipated profits. The Eleventh Judicial District Attorney, Division I shall not be liable for consequential damages. The Eleventh Judicial District Attorney, Division I may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for firms' s default if firm refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, the Eleventh Judicial District Attorney, Division I may otherwise secure the materials, supplies or services ordered, and firm shall be liable for damages suffered by the Eleventh Judicial District Attorney, Division I thereby, including incidental and

consequential damages. If after notice of termination, the Eleventh Judicial District Attorney, Division I determines the firm was not in default, or if firm's default is due to failure of the Eleventh Judicial District Attorney, Division I, termination shall be deemed for the convenience of the Eleventh Judicial District Attorney, Division I. The rights and remedies of the Eleventh Judicial District Attorney, Division I provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in this paragraph, the word "firm" includes firm and firm's suppliers at any tier.

**Workers Compensation.** No workers' compensation insurance has been obtained by the Eleventh Judicial District Attorney, Division I on account of the firm or its employees or agents. Firm shall comply with the workers' compensation laws with respect to firm and firm's employees and agents.

**Compensation.** The successful offerors shall comply with all contracting and billing procedures of the Eleventh Judicial District Attorney, Division I and State of New Mexico, including each offeror submitting an accurate monthly service log, which summarizes performance with each invoice. Attorney's must have access to the internet and a working e-mail address and the ability to utilize the technology necessary for effective representation. Attorneys who accept assignments for cases will be required to enter detailed case activity into the identified case management system.

Offerors shall agree to submit monthly invoices to the Eleventh Judicial District Attorney, Division I between the first and fifteenth day of each contract month for services performed the month prior. Invoices received sixty (60) days or more after the fifteen days will not be paid, absent a finding of extenuating circumstances by the Chief Financial Officer or District Attorney.

## **E. DEFINITION OF TERMINOLOGY**

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

1. "Agency" The State Agency sponsoring this Procurement - Eleventh Judicial District Attorney, Division I.
2. "Award" means the final execution of the contract document.
3. "Business Hours" means weekdays (Monday- Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. "Close of Business" means weekdays (Monday-Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. "Confidential" means confidential financial information concerning Offeror' 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 labeled 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.

6. "Contract" means any agreement for the procurement of items of tangible personal property, professional services, or construction.
7. "Contractor" means any business having a contract with a state agency or local public body.
8. "Determination" means the written documentation of a decision of the Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. "Desirable" -the terms "may," "can," "should," "preferably," or "prefers" to identify a desirable or discretionary item or factor.
10. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
11. "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.
12. "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.
13. "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.
14. "Hourly Rate" means the proposed fully loaded maximum hourly rates that exclude applicable gross receipt tax, travel. "Flat Rate" means the total fee to be charged for a specific case. "Monthly Rate" means the total fee to be charged per month for services with or without a cap on the number and types of cases to be handled for the Monthly rate.
15. "Mandatory" – the terms "must", "shall", "will", "is required", "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.
16. "Multiple Source Award" means an award of a contract for one or more items of tangible personal property, professional services, or construction to more than one Offeror.
17. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.



18. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, professional 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.
19. "Procurement Manager" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter or administer contracts as a result of the RFP procurement.
20. "Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure item of tangible personal property, professional services or construction from the agreement(s) awarded as a result of this RFP. "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 N SA 1978 and NMAC 1.4.1.45. Blacked-out BUT NOT omitted or removed.
21. Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
22. "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.
23. "Responsive Offer" 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.
24. "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 should not be accepted is a determination to be made by the Chief 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.
25. "Single Source Award" means an award of contract for items of tangible personal property, professional services, or construction to only one Offeror.

26. "Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
27. "State (the State)" means the State of New Mexico.
28. "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.
29. "Statement of Concurrence" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply with and concur with the stated requirement(s). (E.g., "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)
30. "Unredacted" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, use only for the purposes of evaluation.
31. "Written" means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

#### **F. CHIEF PROCUREMENT MANAGER**

The Eleventh Judicial District Attorney, Division I, 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: Rachon Amick , Procurement Manager

Telephone: (505) 599-9810 ext. \_\_\_\_\_

Email: [ramick@da.state.nm.us](mailto:ramick@da.state.nm.us)

1. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement.
2. Protests of the solicitation or award must be submitted in writing to the Procurement Manager. As a Procurement 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 Procurement Manager in writing by the deadline will be considered to have been submitted properly and in accordance with statute, rule and this RFP.

## G. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, hand delivery, must be addressed and submitted as follows:

Name: Office of the District Attorney, Division I  
C/O Rachon Amick , Procurement Manager  
335 South Miller Ave.  
Farmington, NM 87401  
Title: Contract Prosecutor(s) for the Eleventh Judicial District Attorney, Division I  
RFP NO. 2025-0602

## RFP PICK UP

You may obtain a copy from the Administration Office of District Attorney's website at [NMDAS.com](http://NMDAS.com).

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the description 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 Dates     |
|---|---|---------------|
| 1. Issue RFP  | Office of the District Attorney<br>Division I | June 06, 2025 |
| 2. Advertisement  | Office of the District Attorney<br>Division I | June 06, 2025 |
| 3. Deadline to submit<br>Acknowledgement of<br>Receipt Form | Potential Offerors                            | June 16, 2025 |
| 4. Deadline to submit<br>written questions                  | Potential Offerors                            | June 16, 2025 |
| 5. Response to written<br>questions                         | Office of the District Attorney<br>Division I | June 24, 2025 |

|   |  |  |
|---|--|--|
| 6. Proposal Submittal Deadline          | Offeror                                    | July 07, 2025                              |
| 7. Evaluation of Proposals              | Office of the District Attorney Division I | July 8, 9, 10, 2025                        |
| 8. Notification of Finalist/Interviews  | Office of the District Attorney Division I | July 14, 2025                              |
| 9. Finalize/Award Contractual Agreement | Office of the District Attorney Division I | TBD  |
| 10. Protest Deadline                    | Offerors                                   | Pursuant to 13-1-172 NMSA Right to Protest |

Dates indicated in Events 7 through 10 are estimates only and may be subjected to change without necessitating an amendment to the RFP.

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II. Paragraph A., above.

### **1. Issue RFP**

This RFP is being issued on June 06, 2025, by the State of New Mexico Eleventh Judicial District Attorney, Division I.

### **2. Acknowledgement of Receipt Form**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to Rachon Amick at ramick@state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Officer by 3:00p.m, MST/MDT on or before the date indicated in Section II. Paragraph A Sequence of Events 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.

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00p.m. MST/MDT as indicated in Section II. Paragraph A, Sequence of Events. All written questions must be addressed to the Procurement

Manager as declared in Section I. Paragraph F. 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 the written questions will be provided via e-mail, on or before the date indicated in Section II Paragraph A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II. Paragraph A and APPENDIX A).

5. Submission of Proposal

Proposals shall be submitted in a sealed envelope

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR Designee NO LATER THAN 3:00 PM MST/MDT ON July 07, 2025, and shall be enclosed in a sealed envelope. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. The Potential Offeror shall assume full responsibility for timely delivery of proposals.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section 1 Paragraph F.

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 state agency signature on the contract(s) resulting from the procurement has been obtained.

### **III. PROPOSAL EVALUATION AND SELECTION PROCESS**

#### **A. SELECTION COMMITTEE**

The completed proposals will be reviewed by a selection committee for accuracy and completeness. Each prospective proposer must address all elements required by this RFP. Proposals will be further evaluated by the selection committee based on the evaluation factors listed below. Proposers are hereby informed that in making evaluations and determinations, The Eleventh Judicial District Attorney, Division I, is not restricted to the minimum information required for proposals and that any relevant information regarding the evaluation criteria from reliable sources may be considered. The Eleventh Judicial District Attorney, Division I may also require additional relevant information related to the proposer's past performance or present capability to perform the legal services. The following is a summary of the evaluation factors with

the point value assigned to each. These, along with the general requirements, will be used in the evaluation of the proposers' proposal.

## **B. EVALUATION CRITERIA**

1. Experience in providing legal services outlined in paragraph C Scope of Work – 800 possible points

a) Experience of the firm and the individual attorney(s) as to prosecuting cases and current knowledge and skills in criminal procedure. Please provide the years of experience in this area of law, the types of cases managed, and client references, where available. The Eleventh Judicial District Attorney, Division I may request supplemental information, if needed to evaluate the proposal.

b) Experience with state agencies, other governmental entities, and criminal law in the State of New Mexico.

c) Brief history of the firm, including resumes for the personnel proposed to provide legal services.

d) Professional memberships, certifications, licenses, and other qualifications for key individuals assigned to the Eleventh Judicial District Attorney, Division I.

2. Cost of Services – 200 possible points

a) Proposer should indicate the Hourly Rate, Flat Fee Per Case or Monthly Fee for each provider of legal services identified in the proposal.

b) Proposer should indicate how fees will be billed to the Eleventh Judicial District Attorney, Division I (i.e., 0.1-hour increments, fixed fees, other proposal)

c) Proposer should indicate Government rates, or any other discount available to the Eleventh Judicial District Attorney, Division I.

d) Proposer should identify the anticipated rate increase for each provider of legal services during the term of any resulting contract. (e.g., rates applicable to year 1, year 2, etc.) NOTE: Fees may be increased not more than once every twelve (12) months during the contract term.

## **Additional Materials**

Proposers may include other materials that they feel may improve the quality of their proposal submissions and/or are pertinent to this RFP.

## **C. PREFERENCE AWARDS**

### **RESIDENT/NATIVE AMERICAN RESIDENT BUSINESS PREFERENCE:**

A Resident Business or Native American Resident Business shall be awarded the equivalent of eight percent of the total possible points to be awarded based on the Resident or Native American business possessing a valid Resident or Native American Resident Business certificate in accordance with NMSA 1978, Section 13-1-21. If applicable, document the residential preference number in the authorized signature form and attached your certificate to your response.

Resident/Native American veteran's businesses with annual revenues of \$6M or less in the preceding tax year are to receive a 10% preference discount on their bids and proposals. This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.

Points will be awarded based on Offerors ability to provide a copy of a current Resident/Native American Veteran Business Certificate.

In addition, the Resident/Native American Resident Veterans Business Preference Certification Form must accompany any RFP and any business wishing to receive a Resident/Native American Veteran Business Preference must complete and sign the form.

RFPs are to be evaluated on preference as follows:

In addition to the total points on an RFP, 10% must be added for the preference award. For example, the RFP has a total value of 1000 points. Five proposals are received: one from a resident business, one from a resident veteran's business with a 10% preference and three non-resident businesses. The two preference businesses would receive 50 points and 100 points to their already evaluated score, making it possible for the highest score 110.

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**  
**ACKNOWLEDGEMENT OF RECEIPT**  
**FORM**

This optional Acknowledgement of Receipt Form establishes a distribution list to 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 LG.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to: Rachon Amick, Procurement Manager**

**Email: ramick@da.state.us.nm**

**Subject Line: Legal Services, for The Office of the Eleventh Judicial District Attorney, Division I**

**RFP NO. 2025-0602**



## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

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

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed

proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_

#### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

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

**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**

### **DRAFT CONTRACT**

#### **AGREEMENT FOR APPOINTMENT OF CONTRACT PROSECUTOR AND ACCEPTANCE OF APPOINTMENT**

THIS AGREEMENT is made effective \_\_\_\_\_, by and between the ELEVENTH JUDICIAL DISTRICT ATTORNEY'S OFFICE, DIVISION I, (hereafter referred to as "DA" and the DWI Prosecutor, concerning the need for a DWI Prosecutor to assist in the prosecution for the Eleventh Judicial District Attorney, Division I, RFP 2025-01, pursuant to § 36-1- 18, NMSA. This agreement binds any successor District Attorney. The tenure of this agreement is from \_\_\_\_\_, to \_\_\_\_\_.

1. The San Juan County District Attorney is entering into this agreement for prosecution. The Prosecutor shall handle cases with the direction or the involvement of the DA.
2. The Contract Prosecutor is a duly licensed New Mexico attorney who is a member of the State Bar of New Mexico, in good standing and qualified to serve as Prosecutor pursuant to Section 36-1.23.1 NMSA.
3. DA shall appoint, and Contract Prosecutor shall accept said appointment as Contract Prosecutor to represent the State of New Mexico in the above-described matters, which involve criminal investigation and prosecution.
4. DA agrees to pay Contract Prosecutor \_\_\_\_\_, plus applicable gross receipts tax for legal services and representation, plus necessary travel expenses. The maximum amount payable for all of the above-described cases shall not exceed \_\_\_\_\_ and no/100's \_\_\_\_\_ dollars but may be increased by agreement if necessary to complete the cases. The fees will be paid from contractual services account.
5. DA Office will provide necessary support services and investigate services for case preparation and ligation, provided that the office will be unable to provide support and investigation services in a conflict case.
6. The contract Prosecutor shall submit invoices between the first and fifteenth day of each contract month for services performed the month prior for payment to DA to be approved for payment by the District Attorney.
7. DA agrees to reimburse Contract Prosecutor for a reasonable and necessary litigation costs in prosecuting this matter in the amount not to exceed \_\_\_\_\_ and no/100 \_\_\_\_\_ dollars to be invoiced in the same manner as legal fees.
8. This Agreement cannot be extended or modified without written notice executed by both Parties.

9. The Parties understand that this Agreement is subject to the availability of funds appropriated to DA by the State of New Mexico. DA warrants it has funds available for this Agreement.

10. The Parties agree to abide by the provisions of the State of New Mexico Procurement Code, Government Conduct Act and Campaign Reporting Act as they apply to Professional Service Contracts.

ELEVENTH JUDICIAL DISTRICT ATTORNEY'S OFFICE, DIVISION I

BY: \_\_\_\_\_  
District Attorney

BY: \_\_\_\_\_  
Contract Prosecutor (name)

## APPENDIX D

### RESIDENT/NATIVE AMERICAN PREFERENCE CERTIFICATE

#### RESIDENT/NATIVE AMERICAN VETERANS RESIDENT PREFERENCE CERTIFICATION

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

**Please check one box only**

\_\_\_ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$6M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

\_\_\_ In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

\_\_\_\_\_  
(Signature of Business Representative) \*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitute a material representation by the Business that is subject to protest and may result in denial of an award or unawarded of the procurement involved if the statements are proven incorrect.

