



Office of the District Attorney
Eleventh Judicial District Division II
John Bernitz
District Attorney

REQUEST FOR PROPOSALS

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

RFP NO. 2027-01

Issue Date: May 26, 2026

Proposal Due Date: June 12, 2026, at 3:00 P.M. Local Time

I. INTRODUCTION

A. RFP OVERVIEW

The Eleventh Judicial District Attorney, Division II 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 II under the supervision of the District Attorney in Gallup, McKinley County, New Mexico.

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

B. BACKGROUND INFORMATION

The Eleventh Judicial District Attorney, Division II represents the people of McKinley County, is charged with the duties of initiating and conducting prosecution of criminal offenses pursuant to Section 36-1-19 (A) NMSA.

C. SCOPE OF WORK

The successful offeror shall have 3 or more years of continuous prosecution experience, and this position requires comprehensive and current knowledge and skills in the criminal procedure. The offeror must have effective trial skills, the ability to draft legal documents and research/analyze information and situation and 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.

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

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 II 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 F.

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 II listed in Paragraph F.

Period for Offer Acceptance. The Eleventh Judicial District Attorney, Division II has forty-five (45) 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 II is 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 II possessions 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 II 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 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 II is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials; however, services are not exempt. Any applicable taxes on services must be included within the proposed flat fee. For invoicing purposes, such taxes shall be identified as a separate line item; however, they shall not be charged in addition to the total flat fee. The flat fee constitutes full compensation for all services, including labor, overhead, and applicable taxes. No additional fees or charges shall be permitted unless expressly authorized in writing by the DA.

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 II may make changes within the general scope of any resultant agreement by providing written notice. Any change affecting cost or time of performance must be agreed to in writing by both parties before implementation. 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 by firm shall be recognized without written approval of the Eleventh Judicial District Attorney, Division II. 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 change. Nothing in this Paragraph shall excuse the firm from proceeding with the performance of the Purchase Order/Agreement as changed hereunder. Changes or changes after an award can only be made if agreed in writing by the Eleventh Judicial District Attorney, Division II.

Disclosure of proposal contents. The proposals will be kept confidential until the Eleventh Judicial District Attorney, Division II 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 II 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. Offerors and their 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 II. Firm shall indemnify, defend and hold harmless the Eleventh Judicial District Attorney, Division II, 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 II against any joint and several liabilities imposed against the Eleventh Judicial District Attorney, Division II 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 II. The liability of the Eleventh Judicial District Attorney, Division II will be subject is 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 II, 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 II, is not the firm's sole or only client or customer.

Option to Renew. The Eleventh Judicial District Attorney, Division II 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 II. 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 II, and such works may not be

reproduced nor distributed without the express written consent of the Eleventh Judicial District Attorney, Division II, and shall be delivered to the Eleventh Judicial District Attorney, Division II upon termination and or completion of this Purchase Order/Agreement if the Eleventh Judicial District Attorney, Division II 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 delay 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 promptly will be basis for determining the firm's responsibility in an otherwise excusable delay.

Termination and Delays. The Eleventh Judicial District Attorney, Division II 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 II 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 II, with respect to the undelivered or unaccepted portion of any resultant Purchase Order/Agreement provided compensation hereunder shall in no events 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 II shall not be liable for consequential damages. The Eleventh Judicial District Attorney, Division II 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 II may otherwise secure the materials, supplies or services ordered, and firm shall be liable for damage suffered by the Eleventh Judicial District Attorney, Division II thereby, including incidental and consequential damages. If after notice of termination, the Eleventh Judicial District Attorney, Division II determines the firm was not in default, or if firm's default is due to failure of the Eleventh Judicial District Attorney, Division II, termination shall be deemed for the convenience of the Eleventh Judicial District Attorney, Division II. The rights and remedies of the Eleventh Judicial District Attorney, Division II 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 II 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 II 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 II, between the first and fifteenth days 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 II,
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 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.

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. "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.
15. "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.
16. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
17. "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.
18. "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.

19. "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 and summarized herein and outlined in Section 11.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
20. Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
21. "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.
22. "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.
23. "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 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.
24. "Single Source Award" means an award of contract for items of tangible personal property, professional services, or construction to only one Offeror.
25. "Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
26. "State (the State)" means the State of New Mexico.
27. "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.
28. "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). This statement shall be included in Offerors proposal, pursuant to Section III. Paragraph C.1. (E.g., "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

29. "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.
30. "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 II 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: Samantha Gomez, Procurement Manager

Telephone: (505)722-2281

Email: SGomez@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 Protest Manager identified in Section II.B.13. 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 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. Protests submitted or delivered to the Procurement Manager will NOT be considered properly submitted.

PROPOSAL DELIVERY

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

Name: Office of the District Attorney, Division II
C/O Samantha Gomez, Procurement Manager
201 West Hill St., Suite 100
Gallup, NM 87301

Title: Contract Prosecutor(s) for the Eleventh Judicial District Attorney, Division II

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RFP PICK UP

RFP’s can be picked up from the Eleventh Judicial District Attorney, Division II Office at:

201 West Hill St., Suite 100
Gallup, NM 87301

If you are unable to pick up the RFP, please send a request for an email copy to:
Samantha Gomez, Procurement Manager, SGomez@da.state.nm.us

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 Division II	May 26 th , 2026
2. Advertisement	Office of the District Attorney Division II	May 26 th , 2026
3. Deadline to submit Acknowledgement of Receipt Form	Potential Offerors	June 1 st , 2026
4. Deadline to submit written questions	Potential Offerors	June 4 th , 2026
5. Response to written questions	Office of the District Attorney Division II	June 7 th , 2026
6. Proposal Submittal Deadline	Offeror	June 12 th , 2026
7. Evaluation of Proposals	Office of the District Attorney Division II	June 15 th -June 17 th , 2026

8. Notification of Finalist/Interviews	Office of the District Attorney Division II	June 18 th -June 22 nd ,2026
9. Finalize/Award Contractual Agreement	Office of the District Attorney Division II	June 26 th , 2026
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 by the State of New Mexico Eleventh Judicial District Attorney, Division II on May 26th, 2026.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to Samantha Gomez at SGomez@da.state.nm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the SPD Buyer by 3:00p.m. MST/MDT by 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 must be submitted in hard copy. Hard copy proposals must be sealed. Electronic submissions are not valid.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON June 12, 2026. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. The Offeror shall assume full responsibility for timely delivery.

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

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA I 978, 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 II, 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 II, 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 proposer's proposal.

B. EVALUATION CRITERIA

Experience in providing legal services outlined in I. Introduction, paragraph C, Scope of Work – 80 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 II 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 II.

2. Cost of Services – 20 possible points

- a) Proposer shall provide a proposed flat fee for services.
- b) Proposer shall describe the assumptions included in the flat fee, including scope, workload expectations, and any exclusions.
- c) Proposer shall confirm that the flat fee includes all applicable taxes and represents total compensation.
- d) Proposer should identify any proposed adjustments to the flat fee for renewal terms, if applicable. (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 preference award. For example, an 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 1100.

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: Samantha Gomez, Procurement Manager

Email: SGomez@da.state.nm.us

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

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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 A PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money

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

Family member means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) 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 II, (hereafter referred to as "DA _____" and the Contract Prosecutor, _____, concerning the need for a prosecution of criminal misdemeanor cases, felony cases, conflict of interest, and DWI misdemeanor cases for the Eleventh Judicial District Attorney, Division II, RFP 2027-01, pursuant to § 36-1- 18, NMSA. This agreement binds any successor District Attorney for the period of any then current term of the agreement.

1. Term. The term of this agreement is from _____, _____, through _____, _____. The agreement is subject to early termination for non-performance or convenience by either party upon written 30-day notice to the other party with the opportunity to cure any such non-performance.
2. Scope. This agreement covers the prosecution of criminal misdemeanor cases, felony cases, and conflict of interest cases for the Eleventh Judicial District Attorney Office, Division II of the State of New Mexico.
3. Qualifications. 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.
4. Appointment to Cases. 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.
5. Nature of Duties. The Contract Prosecutor shall be responsible for the prosecution of each case to the conclusion of the cases, whether by jury trial or by plea agreement. The Contract Prosecutor shall zealously represent the interest of the State in each case, shall devote such time and effort to the prosecution of the cases as reasonably necessary, and shall consider the policies of the DA regarding similarly situated cases when either making or responding to plea agreement offers. The Contract Prosecutor will actively engage and communicate directly with the victim upon the reasonable request of the assigned victim advocate that the Contract Prosecutor does so.
6. Compensation. DA _____ agrees to pay Contract Prosecutor a flat fee of _____, which includes all applicable gross receipts tax for legal services and representation. For invoicing purposes, any applicable taxes shall be identified as a separate line item; however, such taxes shall not be billed in addition to or increase the total flat fee stated above. The fees will be paid from the contractual services account. DA _____ will reimburse mileage on an as-needed basis with prior approval from DA _____. Mileage reimbursement shall be paid at the current State of New Mexico approved mileage rate.

7. Support Services. DA _____ will provide necessary support and investigative services for the cases assigned through the staff located in Gallup, New Mexico's offices for case preparation and litigation; such as, entering documents and discovery in the DA's case management system which the Contract Prosecutor is not allowed to do for himself/herself for legal or policy reasons, file requests for hearings, and perform other occasional minimal administrative duties. In addition, DA _____ will provide, upon written request from Contract Prosecutor, with the occasional use of an investigator if it is necessary for the successful prosecution of the case; particularly those cases that expect to proceed to jury trial. For conflict cases, Contract Prosecutor shall be responsible for his/her own support staff.

8. Hold Harmless. The Contract Prosecutor agrees to indemnify and hold harmless the DA and the State of New Mexico from any claims, damages, or liabilities arising out of the performance of services under this Agreement, except to the extent caused by the negligence or wrongful acts of the DA.

9. Law and Venue. The substantive law of the State of New Mexico shall govern any interpretation of this Agreement. Venue for any legal disputes between the parties hereto shall be exclusively in the Eleventh Judicial District Court in McKinley County, New Mexico.

10. Independent Contractor. Contract Prosecutor is an independent contractor, is not an employee of the DA or the State of New Mexico and will not receive any employee benefits. The only consideration to be received is the monetary compensation specifically set forth in the Agreement.

11. Compliance with Applicable Law. The parties agree to abide by the provision of the State of New Mexico Procurement Code, Government Conduct Act, and Campaign Reporting Act as they apply to Professional Service Contracts. The Contract Prosecutor shall comply with all applicable rules of professional conduct and shall avoid any conflicts of interest in the performance of services under this Agreement.

12. Invoicing. 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 District Attorney. 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.

13. Modification. This Agreement cannot be extended or modified without written notice executed by both Parties.

14. Appropriations. 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.

ELEVENTH JUDICIAL DISTRICT ATTORNEY'S OFFICE, DIVISION II

BY: _____

_____, District Attorney

BY: _____
Contract Prosecutor (name)

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