# LAW OFFICES OF THE PUBLIC DEFENDER

# REQUEST FOR PROPOSALS (RFP)

## Executive Coaching and Leadership Training
## for
## Fiscal Years 2027 – 2037

NEW MEXICO
LAW OFFICES OF THE
PUBLIC DEFENDER

**RFP#**
LOPD 2027-1
RFP Release Date: November 16, 2026
Proposal Due Date: December 14, 2026

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

# Table of Contents

**I. INTRODUCTION ..... 1**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS ..... 1
B. BACKGROUND INFORMATION ..... 1
C. SCOPE OF PROCUREMENT ..... 1
D. PROCUREMENT MANAGER ..... 3
E. PROPOSAL SUBMISSION ..... 3
F. DEFINITION OF TERMINOLOGY ..... 3

**II. CONDITIONS GOVERNING THE PROCUREMENT ..... 7**

A. SEQUENCE OF EVENTS ..... 7
B. EXPLANATION OF EVENTS ..... 7
*1. Issue RFP ..... 7*
*2. Acknowledgement of Receipt Form ..... 8*
*3. Deadline to Submit Written Questions ..... 8*
*4. Response to Written Questions ..... 8*
*5. Submission of Proposal ..... 8*
*6. Proposal Evaluation ..... 9*
*7. Selection of Finalists ..... 9*
*8. Oral Presentations ..... 9*
*9. Best and Final Offers ..... 9*
*10. Finalize Contractual Agreements ..... 9*
*11. Contract Awards ..... 9*
*12. Protest Deadline ..... 10*
C. GENERAL REQUIREMENTS ..... 10
*1. Acceptance of Conditions Governing the Procurement ..... 10*
*2. Incurring Cost ..... 10*
*3. Prime Contractor Responsibility ..... 10*
*4. Subcontractors/Consent ..... 10*
*5. Amended Proposals ..... 11*
*6. Offeror's Rights to Withdraw Proposal ..... 11*
*7. Proposal Offer Firm ..... 11*
*8. Disclosure of Proposal Contents ..... 11*
*9. No Obligation ..... 12*
*10. Termination ..... 12*
*11. Sufficient Appropriation ..... 12*
*12. Legal Review ..... 12*
*13. Governing Law ..... 12*
*14. Basis for Proposal ..... 12*
*15. Contract Terms and Conditions ..... 12*
*16. Offeror's Terms and Conditions ..... 13*
*17. Contract Deviations ..... 13*
*18. Offeror Qualifications ..... 13*
*19. Right to Waive Minor Irregularities ..... 14*
*20. Change in Contractor Representatives ..... 14*
*21. Notice of Penalties ..... 14*
*22. Agency Rights ..... 14*
*23. Right to Publish ..... 14*
*24. Ownership of Proposals ..... 14*
*25. Confidentiality ..... 14*
*26. Electronic mail address required ..... 15*

*27. Use of Electronic Versions of this RFP ..... 15*
*28. New Mexico Employees Health Coverage ..... 15*
*29. Campaign Contribution Disclosure Form ..... 15*
*30. Letter of Transmittal ..... 16*
*31. Disclosure Regarding Responsibility ..... 16*
*32. New Mexico/Native American Resident Preferences ..... 18*

**III. RESPONSE FORMAT AND ORGANIZATION ..... 19**

A. NUMBER OF RESPONSES ..... 19
B. ELECTRONIC SUBMISSION ..... 19
C. PROPOSAL CONTENT AND ORGANIZATION ..... 19

**IV. SPECIFICATIONS ..... 21**

A. DETAILED SCOPE OF WORK ..... 21
B. TECHNICAL SPECIFICATIONS ..... 21
*1. Organizational Experience ..... 21*
*2. Organizational References ..... 21*
C. BUSINESS SPECIFICATIONS ..... 22
*1. Letter of Transmittal Form ..... 22*
*2. Campaign Contribution Disclosure Form ..... 22*
*3. Oral Presentation ..... 22*
*4. Cost ..... 22*
*5. New Mexico/Native American Resident Preferences ..... 23*

**V. EVALUATION ..... 24**

A. EVALUATION POINT SUMMARY ..... 24
B. EVALUATION FACTORS ..... 24
*1. B.1 Organizational Experience (See Table 1) ..... 24*
*2. B.2 Organizational References (See Table 1) ..... 24*
*3. C.1 Letter of Transmittal (See Table 1) ..... 25*
*4. C.2 Campaign Contribution Disclosure Form (See Table 1) ..... 25*
*5. C.3 Oral Presentation (See Table 1) ..... 25*
*6. C.4 Cost (See Table 1) ..... 25*
*7. C.5. New Mexico/Native American Resident Preferences ..... 25*
C. EVALUATION PROCESS ..... 26

**APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM ..... 27**

**APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM ..... 28**

**APPENDIX C - DRAFT CONTRACT ..... 31**

**APPENDIX D - COST RESPONSE FORM ..... 41**

**APPENDIX E - LETTER OF TRANSMITTAL FORM ..... 42**

**APPENDIX F - ORGANIZATIONAL REFERENCE QUESTIONNAIRE ..... 43**

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of employee development programs for the Law Offices of the Public Defender (LOPD). The administration of employee development programs may be held in-person or virtually and may include but are not limited to management training, leadership training, executive coaching for senior leaders, and facilitated conversations on workload and team dynamics.

## B. BACKGROUND INFORMATION

LOPD is the largest law firm in New Mexico with nearly 500 employees, which includes over 240 in-house public defender attorneys, 260 public defender non-attorney staff, and contracts with 100 private attorneys. LOPD was created in response to the U.S. Supreme Court's 1963 decision in Gideon v. Wainwright that guarantees indigent defendants receive the right to counsel in criminal cases.

The department seeks an experienced coaching and management trainer to enhance leadership and staff skills in areas like conflict resolution, performance management, one-on-one supervision, leadership style, difficult conversations, effective communication, and decision making. Specific executive-level focus may include, but is not limited to, strategic planning guidance and organizational leadership.

## C. SCOPE OF PROCUREMENT

This RFP may result in multiple awards.

This procurement shall be for ten fiscal years (each year running July 1 through June 30) beginning when the contract is executed. The award will be a one year contract with the option to extend annually through the end of FY37. Renewal each year is not guaranteed. Renewal will be based on LOPD's satisfaction with the services delivered and budget availability. This procurement will result in a contractual agreement between two parties; the procurement may only be used by those two parties exclusively.

This procurement shall provide, at minimum, the following services for each of the projected requirements outlined in this section over the course of the procurement period:

- Experienced coaching and management trainer to enhance staff skills in areas which include, but are not limited to:
    - conflict resolution

    - performance management
    - one-on-one supervision
    - leadership style
    - giving difficult feedback
    - effective communication
    - navigating reorganization
    - decision making.
- Specific executive-level focus may include the above topics as well as strategic planning guidance, large-organization leadership, and other topics as identified over the scope of the procurement.

A possible example of a training plan is below:

**Executive Coaching for Chief/Deputy Chiefs/Directors/Designated Leaders**

- Format: Zoom
- Time: Up to three (3) 30-60 minute sessions per year
- Evaluation to include: Up to three 30-60 minute sessions for five leaders (total of up to 15 sessions, including pre and post session homework/resources)
- On call support, as needed, up to two additional hours a month by text, phone or email.

**Management Development Series**

- Format: In-person or by Zoom
- Time: Up to two 90-minute sessions per year
- To include:
    - 90-minute session on a deep dive on a chosen topic by leadership
        - Light pre-reading
        - Facilitated discussion with sharing best practices (with some pre-programmed content)
        - Case study
        - Real-time troubleshooting/coaching on any topical challenge
    - Possible topics, which may be chosen via survey coordinated by awardee:
        - Running an effective one-on-one supervision meeting
        - Managing up
        - Giving hard feedback

**Management Leadership Training**

- Format: In person or by Zoom
- Time: 90 min trainings for any group of managers tailored to their needs/operational areas, including
    - Post-workshop resource included
    - Possible Topics:
        - Management 101
        - Finding your Leadership Style
        - Inclusive and Effective Feedback

## D. PROCUREMENT MANAGER

The Law Offices of the Public Defender 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:

Theresa Edwards, Procurement Manager
Telephone: (505) 395-2863
Email: theresa.edwards@lopdnm.us

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

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** 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.

## E. PROPOSAL SUBMISSION

All proposals must be emailed to Theresa Edwards, Procurement Manager, at theresa.edwards@lopdnm.us by December 14, 2026.

## F. DEFINITION OF TERMINOLOGY

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

1. "**Agency**"/"**Department**" means the Law Offices of the Public Defender.

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. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response,

Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

6. "**Contractor**" means any business having a contract with a state agency or local public body.

7. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

9. "**Electronic Submission**" means a successful submission of Offeror's proposal via email.

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

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

12. "**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.

13. "**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.

14. "**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, as explained in Section II.B.7.

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

16. "**LOPD**" means Law Offices of the Public Defender.

17. "**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.

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

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

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

21. "**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 into or administer contracts as a result of the RFP procurement.

22. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

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

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

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

26. "**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.

27. "**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.

28. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully emailed to the Procurement Manager prior to the submission deadline stated in the RFP.

29. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

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

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

32. "**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.

33. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

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

35. "**Written**" means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

# II. CONDITIONS GOVERNING THE PROCUREMENT

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

## A. SEQUENCE OF EVENTS

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

| Action | Responsible Party | Due Dates |
|---|---|---|
| 1. Issue RFP | LOPD | November 27, 2026 |
| 2. Acknowledgement of Receipt | Potential Offerors | December 4, 2026 |
| 3. Deadline to submit Written Questions | Potential Offerors | December 9, 2026 |
| 4. Response to Written Questions | Procurement Manager | December 11, 2026 |
| ***5. Submission of Proposal*** | ***Potential Offerors*** | ***December 18, 2026*** |
| 6. Proposal Evaluation | Evaluation Committee | January 6, 2027 |
| 7. Selection of Finalists | Evaluation Committee | January 7, 2027 |
| 8. Oral Presentation(s) | Finalist Offerors | If Needed |
| 9. Best and Final Offers | Finalist Offerors | If Needed |
| 10. Finalize Contractual Agreements | LOPD/Finalist Offerors | If Needed |
| 11. Contract Negotiation and Award | LOPD/ Finalist Offerors | January 11-15, 2027 |
| 12. Protest Deadline | LOPD Protest Manager | January 30, 2027 |

*Dates indicated in Events 6 through 12 are estimates only, and may be subject 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.A., above.

### 1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico, Law Offices of the Public Defender, on the date indicated in Section II.A, Sequence of Events.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the LOPD Procurement Manager, Theresa Edwards, at theresa.edwards@lopdnm.us to have their organization placed on the procurement Distribution List. The form must be returned to the LOPD Procurement Manager by 5:00 PM Mountain Time on the date indicated in Section II.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 5:00 PM Mountain Time as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: www.lopdnm.us

## 5. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies unless otherwise instructed.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM MOUNTAIN TIME ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS**. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped as they are submitted via email. Such electronic submissions will be considered sealed in accordance with statute. It is the Offeror's responsibility to ensure all documents are completely attached and submitted electronically via email to theresa.edwards@lopdnm.us by the deadline set forth in this RFP.

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.

## 6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience and Section IV.B.2 Organizational References.

## 8. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors will be required to make their presentations through electronic means (Zoom). The Agency will provide Finalist Offerors with an agenda and applicable details (such as, scheduled presentation date and time, time limits, etc.); including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

## 9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

## 10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## 11. Contract Awards

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

### 12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. 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. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm Mountain Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Lilianna Ornelas, Protest Manager
Email: liliana.ornelas@lopdnm.us

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### 2. Incurring Cost

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

### 3. Prime Contractor Responsibility

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

### 4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement.

## 5. Amended Proposals

An Offeror may submit an amended proposal before the proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **LOPD personnel will not merge, collate, or assemble proposal materials.**

## 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT**: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

## 13. Governing Law

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

## 14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## 15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be

rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

## 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

## 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## 18. Offeror Qualifications

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

## 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.18. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## 20. Change in Contractor Representatives

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

## 21. Notice of Penalties

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

## 22. Agency Rights

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

## 23. Right to Publish

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

## 24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

## 25. Confidentiality

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

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

## 26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

## 27. Use of Electronic Versions of this RFP

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

## 28. New Mexico Employees Health Coverage

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

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

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

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only necessary if the responses differs from the individual identified in A)*;
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.**

## 31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or

c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

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

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

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

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any

government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

## 32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

# III. RESPONSE FORMAT AND ORGANIZATION

## A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. Offerors should deliver the proposal via email in PDF file format to the Procurement Manager, Theresa Edwards at theresa.edwards@lopdnm.us.

## B. ELECTRONIC SUBMISSION

1. One (1) PDF copy of the proposal containing only the Technical Proposal via email. Proposals containing confidential information must be submitted as two separate email transmissions:
   A. **Unredacted** version for evaluation purposes; AND
   B. **Redacted** version (def. Section 1.F.24, information blacked out and not omitted or removed) for the public fil if needed.
2. **Cost Proposals**
   A. One (1) PDF copy containing only the Cost Proposal via email.

Any proposal that does not adhere to the requirements of this Section and Section III Proposal Format, may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL CONTENT AND ORGANIZATION

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16 )
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
   a. Organizational Experience
   b. Organizational References (Optional: Offeror may include a list of its references)
   c. Oral Presentation (if applicable)

d. New Mexico/Native American Resident Preferences (if applicable)

8. Other Supporting Material (if applicable)

**Cost Proposal**:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

Offerors may provide their own cost forms. Offerors must provide a breakout of costs annually for each of the next ten (10) years.

# IV. SPECIFICATIONS

## A. DETAILED SCOPE OF WORK

This procurement shall provide, at minimum, the following services for each of the projected requirements outlined in this section over the course of the procurement period:

- Experienced coaching and management trainer to enhance staff skills in areas which include, but are not limited to:
    - conflict resolution
    - performance management
    - one-on-one supervision
    - leadership style
    - giving difficult feedback
    - effective communication
    - decision making.
- Specific executive-level focus may include the above topics as well as strategic planning guidance, large-organization leadership, and other topics as identified over the scope of the procurement.
- Section I contains an example of a training plan LODP may use.

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

a) Offeror **must** thoroughly describe how Offeror has supplied expertise for similar contracts, such as the example provided above in IV.A, with state government agencies, including the extent of experience, expertise and knowledge. Private sector events will also be considered. Please detail any experience working with entities which serve indigent clients and/or provide legal services to indigent clients.

### 2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. <u>The references must not return the completed Questionnaire to the Offeror.</u>** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **<u>on or before the</u>**

**deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

### 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### 3. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.8, Oral Presentations may held at the sole discretion of the Evaluation Committee.

### 4. Cost

Offerors must provide their own costs forms OR complete the Cost Response Form in APPENDIX D. Cost will account for 30% of the total available evaluation point. The Evaluation Committee will assess each Offeror's proposed cost as provided in Appendix C and assign points based on cost competitiveness among all offerors. While cost is an important factor, it will be evaluated alongside other criteria such as relevant experience, qualifications, approach, and demonstrated capacity to deliver effective services.

Offerors must provide a breakout of costs annually for each of the next ten (10) years.

## 5. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

# V. EVALUATION

## A. EVALUATION POINT SUMMARY

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

| | |
|---|---|
| **A. Technical Specifications** | **55** |
| B.1. Organizational Experience specific to Section IV.A | 35 |
| B.2. Organizational References | 20 |
| **B. Business Specifications** | **45** |
| C.1. Letter of Transmittal | Pass/Fail |
| C.2. Signed Campaign Contribution Disclosure Form | Pass/Fail |
| C.3 Oral Presentation | 10 |
| C.4. Cost | 35 |
| **TOTAL POINTS AVAILABLE** | **100** |
| C.5. (A) New Mexico / Native American Resident Preference | 8 |
| C.5. (B) New Mexico / Native American Resident Veteran Preference | 10 |

## B. EVALUATION FACTORS

### 1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

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

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. References not received by the stated deadline on APPENDIX F will

earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

### 3. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

### 4. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

### 5. C.3 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

### 6. C.4 Cost (See Table 1)

Cost will account for 30% of the total available evaluation point. The Evaluation Committee will assess each Offeror's proposed cost as provided in Appendix C and assign points based on cost competitiveness among all offerors. While cost is an important factor, it will be evaluated alongside other criteria such as relevant experience, qualifications, approach, and demonstrated capacity to deliver effective services.

Offerors may provide their own cost forms. Offerors must provide a breakout of costs annually for each of the next ten (10) years.

### 7. C.5. New Mexico/Native American Resident Preferences

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

A. **New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. **New Mexico/Native American Resident Veteran Preference**
If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

## C. EVALUATION PROCESS

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

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.6.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

## REQUEST FOR PROPOSAL
## Executive Coaching and Leadership Training
## for
## Fiscal Years 2027 – 2037
## RFP# LOPD 2027-1

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.

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:**
To: Theresa Edwards, Procurement Manager
E-mail: theresa.edwards@lopdnm.us
Subject Line: RFP# LOPD 2027-1

# APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 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 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 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

**--OR—**

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

_____ _____
Signature Date

_____
Title (Position)

# APPENDIX C - DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

**STATE OF NEW MEXICO**
**NEW MEXICO LAW OFFICES OF THE PUBLIC DEFENDER**
**PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Law Offices of the Public Defender**, hereinafter referred to as the "Agency," and **VENDOR NAME – must match what is in SHARE and TRD**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the final signature on the CONTRACT.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work**

For the consideration set forth in this CONTRACT, the CONTRACTOR agrees to perform the following services:
Short description of services

**2. Licensure**

The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the AGENCY. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services upon signing this contract. If CONTRACTOR becomes debarred or suspended, CONTRACTOR will notify the AGENCY within fifteen (15) business days.

**3. Compensation**

A. The AGENCY shall pay to the CONTRACTOR in full payment for services performed satisfactorily, such compensation not to exceed $XXXXXX.XX in total, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $XXXXXX.XX shall be paid by the AGENCY to the CONTRACTOR. This amount is a maximum and not a guarantee that the work assigned to be performed by CONTRACTOR under this Agreement shall equal the amount stated herein. The parties do not intend for the CONTRACTOR to continue to provide services without compensation when the total compensation amount is reached. CONTRACTOR is responsible for notifying the AGENCY when the services provided under this Agreement reach the total compensation amount. In no event will the CONTRACTOR be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

[Budget table]

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

C. INVOICING: All invoices MUST BE received by the AGENCY no later than thirty (30) days after the month in which services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices for work performed on June 30 must be submitted within three (3) business days of the last date of service. Invoices shall be submitted bi-weekly or monthly. The CONTRACTOR shall submit to the AGENCY at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month.

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

**4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY Chief Public Defender or the last signature on the contract. This CONTRACT shall terminate on **CONTRACT TERM END DATE**, unless terminated pursuant to the Termination Article, infra or the Appropriations Article. Pursuant to NMSA 1978, Section 13-1-98(R) (Exemptions from the Procurement Code), the provisions of the Procurement Code do not apply to contracts and expenditures for litigation expenses, including experts, in connection with proceedings before administrative agencies or state or federal courts.

**5. Termination**

A. Grounds. The AGENCY may terminate this Contract for convenience or cause. The CONTRACTOR may only terminate this CONTRACT based upon the AGENCY's uncured, material breach of this CONTRACT.

B. Notice; AGENCY Opportunity to Cure.

1. Except as otherwise provided in Termination Article (B)(3), the AGENCY shall give CONTRACTOR written notice of termination at least thirty (30) days prior to the intended date of termination.
2. CONTRACTOR shall give AGENCY written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the AGENCY's material breaches of this CONTRACT upon which the termination is based and (ii) state what the AGENCY must do to cure such material breaches. CONTRACTOR's notice of termination shall only be effective (i) if the AGENCY does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the AGENCY does not, within the thirty (30) day notice period,

notify the CONTRACTOR of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this CONTRACT may be terminated immediately upon written notice to the CONTRACTOR (i) if the CONTRACTOR becomes unable to perform the services contracted for, as determined by the AGENCY; (ii) if, during the term of this CONTRACT, the CONTRACTOR is suspended or debarred by the State Purchasing Agent; or (iii) the CONTRACT is terminated pursuant to the Appropriations Article of this CONTRACT.
4. The CONTRACTOR must immediately notify the AGENCY, and this CONTRACT may be terminated or suspended immediately, if the required certification(s) expires, lapses, or is withdrawn for any reason.

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

D. Termination Management. If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the AGENCY or the CONTRACTOR of written notice of termination, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the AGENCY; 2) continue to provide essential services and supports to clients as directed by the AGENCY during the period of termination management; This requirement is not avoided by an inadvertent expiration of term for the CONTRACT. In this event the AGENCY shall extend the term until all transition of services are completed; 3) comply with all directives issued by the AGENCY in the notice of termination as to the performance of work under this CONTRACT; 4) take such action as the AGENCY shall direct for the protection, preservation, retention or transfer of all property titled to the AGENCY and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the AGENCY: (a) a complete detailed inventory of nonexpendable AGENCY property as defined in Property Article of this CONTRACT, and (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

**6. Appropriations**

A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the AGENCY, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the AGENCY to the CONTRACTOR. The AGENCY's decision as to whether sufficient appropriations are available shall be accepted by the COTNRACTOR and shall be final. If the AGENCY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR

shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the AGENCY.

B. The decision of the AGENCY as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

**7. Status of Contractor**

The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the AGENCY and are not employees of the AGENCY. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the AGENCY including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The CONTRACTOR agrees not to purport to bind the State of New Mexico, unless the CONTRACTOR has expressed written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the AGENCY. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this CONTRACT.

**9. Subcontracting**

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

**10. Release**

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

**11. Client Records and Information**

A. The CONTRACTOR shall maintain complete confidentiality of all records of the AGENCY and its clients. All records maintained pursuant to this provision shall be available for inspection by the AGENCY. The CONTRACTOR agrees to use the confidential information of the AGENCY only for the purposes of carrying out its obligations pursuant to this contract, to prevent disclosure of such confidential information and to disclose AGENCY information to its employees only on a need-to-know basis.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any third party without the express written authorization of the AGENCY. The CONTRACTOR shall maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the AGENCY data and shall not access, process or

use AGENCY data except to provide or improve the services or otherwise at the direction of the AGENCY, including to perform any support to address or prevent technical problems.

**12. Product of Services Copyright**

A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the AGENCY no later than the termination date of this CONTRACT. Nothing developed or produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written permission of the AGENCY, except to fulfill the provisions of the Scope of Work under this CONTRACT.

**13. Conflict of Interest; Governmental Conduct Act**

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

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

1. in accordance with Section 10-16-4.3 NMSA 1978, the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Contract any AGENCY employee while such employee was or is employed by the AGENCY and participating directly or indirectly in the AGENCY's contracting process;
2. this CONTRACT complies with Section 10-16-7(A) NMSA 1978, because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978, and this Contract was awarded pursuant to a competitive process;
3. in accordance with Section 10-16-8(A) NMSA 1978, (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Contract and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the AGENCY's making this CONTRACT;
4. this CONTRACT complies with Section 10-16-9(A) NMSA 1978, because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this

CONTRACT is not a sole source or small purchase contract, and this CONTRACT was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with Section 10-16-13 NMSA 1978, the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this CONTRACT or any procurement related to this CONTRACT; and
6. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the CONTRACTOR has not contributed, and during the term of this CONTRACT shall not contribute, anything of value to a public officer or employee of the AGENCY.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article (B) Conflict of Interest; Governmental Conduct Act Article, Section B.

**14. Amendment**

A. This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in State and AGENCY policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.

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

**15. Merger**

This CONTRACT incorporates all the contracts, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.

**16. Penalties for violation of law**

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes both criminal and civil penalties for violation of its provisions. New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

**17. Applicable Law**

The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this CONTRACT, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this CONTRACT.

**18. Equal Opportunity Compliance**

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

**19. Workers Compensation**

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

**20. Records and Financial Audit**

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

**21. Indemnification**

A. The CONTRACTOR shall defend, indemnify and hold harmless the AGENCY from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this CONTRACT, caused by the negligent act or failure to act of CONTRACTOR, its officer, employees, servants, or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this CONTRACT.

B. In the event that any action, suit or proceeding related to the services provided by the CONTRACTOR or any officer, agency, employee, servant or subcontractor under this CONTRACT is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable, but no more than two (2) working days after notice of such action, suit or proceeding, notify Chief Public Defender of the AGENCY and the Risk Management Division of the New Mexico General Services DEPARTMENT by certified mail.

**22. New Mexico Employees Health Coverage**

A. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected

to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this contract, to:

1. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed one million dollars or;
2 have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $500,000 dollars or;
3. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

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

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

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); CONTRACTOR agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000, depending on the dollar value threshold in effect at that time.

**23. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**24. Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**25. Notices**

Any notice required to be given by this CONTRACT will be in writing and will be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AGENCY:
Fiscal Supervisor
Law Offices of the Public Defender
301 North Guadalupe Street

Santa Fe, NM 87501

To the CONTRACTOR:
Insert CONTRACTOR Name
Insert Point of Contact Name
Insert CONTRACTOR Address
Insert City, State and Zip Code
Insert Email Address
Insert Phone Number

**26. Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. **The effective date is the date of approval by the Chief Public Defender or the last dated signature set out hereinafter.**

**STATE OF NEW MEXICO**
**LAW OFFICES OF THE PUBLIC DEFENDER:**

By: _____
Bennett J. Baur, Chief Public Defender
Law Offices of the Public Defender

Date: _____

By: _____
Debbie O'Dell, Chief Financial Officer
Law Offices of the Public Defender

Date: _____

**CONTRACTOR: VENDOR NAME**

By: _____
Title: _____
Date: _____

---

**AGENCY LEGAL COUNSEL REVIEW:**

Reviewed for legal sufficiency and Governmental Conduct Act compliance:

By: _____
Adrianne Turner, General Counsel
Law Offices of the Public Defender

Date: _____

---

TAXATION AND REVENUE:

Taxation and Revenue approval is required for all new contracts but not required for amendments.

The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax Identification #: XXXXXXXXX

By: _____
Taxation and Revenue Department

Date: _____

# APPENDIX D - COST RESPONSE FORM

Please see Section IV (A), example of a training plan, as a guide for what types of activities may be requested when proposing costs, below.

| **Description** | **In-person/Zoom Cost per hour** | **Cost for each of the next 10 years** |
|---|---|---|
| Executive Coaching for Chief/Deputy Chiefs/Directors/Designated Leaders – cost per hour both in person and on Zoom. | | |
| Management Cohorts – training on topic chosen by leadership. Cost per session both in person and on Zoom. | | |
| Management Leadership Training - trainings for any group of managers tailored to their needs/operational areas. Cost per session both in person and on Zoom. | | |
| **TOTAL** | | |

**OFFERORS MAY SUBMIT THEIR OWN COST FORMS AS LONG AS THE INFORMATION IN THE TABLE ABOVE IS PROVIDED.**

**Offerors must provide a breakout of costs annually for each of the next ten (10) years.**

# APPENDIX E - LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

**RFP#: LOPD 2027-1**

1. **Identify the following information for the submitting organization**:

| | |
|---|---|
| **Offeror Name** | |
| **Mailing Address** | |
| **Telephone** | |
| **FED TIN#** | |
| **NM BTIN#** | |

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

| | **A**<br>**Contractually Obligate** | **B**<br>**Negotiate*** | **C**<br>**Clarify/Respond to Queries*** |
|---|---|---|---|
| **Name** | | | |
| **Title** | | | |
| **E-mail** | | | |
| **Telephone** | | | |

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):
____ No.
____ Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)
____ No.
____ Yes. Identify entity/-ies: _____

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____ Date: _____
(*Must be signed by the individual identified in item #2.A, above*.)

# APPENDIX F - ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Theresa Edwards at theresa.edwards@lopdnm.us **by January 6, 2027 5:00 PM Mountain Time** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

# RFP # LOPD 2027-1
# ORGANIZATIONAL REFERENCE QUESTIONNAIRE
# FOR:

| Offeror, your name goes here |
|---|

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Law Offices of the Public Defender via e-mail to:

Name: Theresa Edwards
Email: theresa.edwards@lopdnm.us

Forms must be submitted no later than **January 6th, 2027** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at theresa.edwards@lopdnm.us or (505) 395-2863. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

| | |
|---|---|
| **Organization providing reference** | |
| **Contact name and title/position** | |
| **Contact telephone number(s)** | |
| **Contact e-mail address** | |
| **Project/Service description** | |
| **Project/Service dates (start and end dates)** | |
| **Business environment for the project your providing a reference (i.e.. Private sector organization in healthcare industry, public higher education institution, etc.)** | |

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?

2. How would you describe [Offeror name]'s knowledge and expertise?

3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?

4. How satisfied are you with the materials/documentation produced by [Offeror name]?

5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?

6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.

7. How satisfied are/were you with the services rendered and/or products developed by [Offeror name]? Please provide a brief explanation as to why you were or were not satisfied.

8. With which aspect(s) of [Offeror name]'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.

9. With which aspect(s) of [Offeror name]'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.

10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?

11. Is there any other information you wish to share regarding [Offeror name]?