

State of New Mexico Public School Facilities Authority

1312 Basehart Road SE, Suite 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org>

On-Call Legal Services

Request for Proposals

RFP No. 2023-005-HC

Date Issued: March 26, 2023

Proposal Submission Deadline: April 13, 2023

Commodity Codes: 20866, 20967, 91874, 96149, 96150, 96920, 96922, 96924

RFP Schedule Overview
RFP No. 2023-005-HC
On-Call Legal Services

RFP Schedule

RFP Section	Action	Responsible Party	Date & Time
2.2.1.	RFP Issued	PSFA	March 26, 2023
2.2.2.	Acknowledgment of Receipt Due	Offerors	March 31, 2023
2.2.3.	Pre-proposal Conference-	PSFA, Offerors	N/A
2.2.4.	Deadline for Written Questions	Offerors	April 5, 2023
2.2.5.	Response to Written Questions	PSFA	April 7, 2023
	Final RFP Addendum Deadline	PSFA	April 7, 2023
2.2.6.	Submission of Proposal	Offerors	April 13, 2023 @ 2:00 PM MDT
2.2.7.	Proposal Evaluation	Evaluation	TBD
2.2.8.	Selection of Finalists	Evaluation	TBD
2.2.9.	Finalist Presentation – Interview	Offeror	TBD
2.2.10.	Best and Final Offer	Offeror	TBD
	Notification of Award	PSFA	TBD
2.2.11.	Contract Negotiations	PSFA, Offeror	TBD
2.2.12.	Contract Award	PSFA	TBD

RFP Procurement Manager Contact Information

Name	Hieu Cruz
Phone Number	(505) 468-0261
Email Address	hcruz@nmpsfa.org
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.</i>	

RFP Proposal Submittal Location

Physical Address, for Walk-in Delivery and Carrier Delivery, i.e. UPS, FedEx, etc.	USPS Mailing Address
New Mexico Public School Facilities Authority 1312 Basehart Road SE, Suite 200 (second floor) Albuquerque, New Mexico 87106	New Mexico Public School Facilities Authority 1312 Basehart Road SE Suite 200 Albuquerque, NM 87106-4365
Ensure that the following information is clearly labeled on the sealed package containing the proposal. Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) Offeror's Business Name (not an individual's name), (2) the RFP number and Title, (3) RFP Due Date and Time.	

RFP Term

The New Mexico Public School Facilities Authority (PSFA) reserves the right to enter into a four (4) year contract(s).

Table of Contents

RFP SCHEDULE OVERVIEW	2
1. INTRODUCTION	4
1.1. PURPOSE OF THE REQUEST FOR PROPOSAL.....	4
1.2. SCOPE OF PROCUREMENT.....	4
1.3. PROCUREMENT MANAGER	4
1.4. DEFINITION OF TERMINOLOGY	5
1.5. DOCUMENT LIBRARY	8
2. CONDITIONS GOVERNING THE PROCURMENT	9
2.1. SEQUENCE OF EVENTS.....	9
2.2. EXPLANATION OF EVENTS.....	9
2.3. GENERAL REQUIREMENTS.....	12
3. RESPONSE FORMAT AND ORGANIZATION	23
3.1. NUMBER OF RESPONSES PER OFFEROR	23
3.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL.....	23
3.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy).....	23
4. SPECIFICATIONS	25
4.1. SCOPE OF WORK, SEE EXHIBIT A	25
4.2. CONTRACT INFORMATION.....	25
4.3. MANDATORY SPECIFICATIONS AND FORMS	25
5. EVALUATION	30
5.1. EVALUATION FACTORS/POINTS	30
EXHIBIT A: SCOPE OF WORK	33
APPENDIX A: ACKNOWLEDGMENT OF RECEIPT OF RFP.....	35
APPENDIX B: SAMPLE AGREEMENT (14-page insert).....	36
APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE.....	37
APPENDIX D: AGENCY CERTIFICATION FORM	39
APPENDIX E: COST RESPONSE FORM	40
APPENDIX F: SAMPLE QUOTE FORM	42
APPENDIX G: LETTER OF TRANSMITTAL	44
APPENDIX H: ACKNOWLEDGMENT OF SCOPE OF WORK	45
APPENDIX I: CONFLICT OF INTEREST/NON-COLLUSION & DEBARMENT.SUSPENSION.....	46
APPENDIX J: ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS	47

1. INTRODUCTION

1.1. PURPOSE OF THE REQUEST FOR PROPOSAL

- 1.1.1. The New Mexico Public School Facilities Authority (PSFA) is requesting proposals from qualified firms or Offerors to provide Legal Counsel Services for the PSFA on an as-needed basis. The PSFA will entertain proposals from law firms with attorneys who, from time to time, may be called upon to provide comprehensive legal counsel services at the rate in accordance with the terms of their executed Agreement.
- 1.1.2. The PSFA makes no guarantee as to the amount of services required, and reserves the right to utilize legal services from other legal firms/attorneys, when applicable, outside of the RFP. The PSFA reserves the right to review the qualifications of, and to approve in advance, any attorney within a given firm that is assigned to provide comprehensive legal services to the PSFA. The issuance of subsequent specific contracts shall be at the sole discretion of the PSFA.
- 1.1.3. As part of its statutory mandate, the PSFA serves as staff to the Public School Capital Outlay Council (PSCOC), which makes distributions from the Public School Capital Outlay Fund to school districts, in part for projects such as the refurbishment and construction of new school buildings. The PSFA provides indirect oversight to these projects to assist school districts in the successful management of their projects.

1.2. SCOPE OF PROCUREMENT

- 1.2.1. PSFA intends on entering into multi-award contract(s) with the selected Offeror(s). Each contract will be for a term of four (4) years per awarded vendor.
- 1.2.2. Per Section 13-1-129 NMSA 1978 other New Mexico state agencies or local public bodies may rely on the awarded contracts resulting from this RFP, to procure as allowed for by the NM State Procurement Code.

1.3. PROCUREMENT MANAGER

- 1.3.1. PSFA has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, email address, phone number and mailing address are listed below. All deliveries should be addressed as follows:

Hieu Cruz
Email: hacruz@nmpsfa.org
Phone: (505) 468-0261
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106-4365

- 1.3.2. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other PSFA employees or Evaluation Committee members do not have the authority to respond on behalf of PSFA.

1.4. DEFINITION OF TERMINOLOGY

- 1.4.1. This section contains definitions and abbreviations that are used throughout this procurement document.

“Addendum” or “Amendment” means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

“Agreement” means the agreement between PSFA and the firm for the work covered by this solicitation.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document resulting from this solicitation.

“Business Hours” means 8:00 AM to 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

“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 NMSA 1978, § 57-3-A-1 to § 57-3A-7. See NMAC § 1.4.1.25. As one example, no information that could be obtained from a source outside this solicitation can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Contractor” or “Consultant” means any business having a contract with a state agency or local public body.

“Cost Reimbursement” means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

“Desirable” The terms “may”, “can”, “should”, “preferable”, or “refers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“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.

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

“Evaluation Committee” means a body appointed by the PSFA to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the solicitation.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Firm Fixed Price Contract” means a contract which has a fixed total price or fixed unit price.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate. The Hourly Rate does not include employee travel time, mileage, per diem or lodging.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price, quality, and quantity, or any other mandatory requirement.

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

“New Mexico Public School Facilities Authority” or “PSFA” is a statutorily created agency pursuant to NMSA 1978, § 22-24-9 which serves as staff to the Public School Capital Outlay Council.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means any person or designee authorized by the PSFA to enter into or administer contracts and make written determinations with respect thereto.

“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.

“Proposal” means an Offeror’s written offer or response to a Request for Proposal.

“Public School Capital Outlay Council” or “PSCOC” distributes funds from the Public Outlay Fund to school districts throughout the State of New Mexico as prescribed by NMSA 1978, § 22-24-1 through § 22-24-6.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1978, § 1.4.1.45 and defined herein and outlined in Section 2.2.9 this RFP, blacked out BUT NOT omitted or removed.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“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.

“Responsive Offer” or “Responsive Proposal” means an offer which confirms 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed, and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been

damaged by the delivery service itself. PSFA reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

“State (the State)” means the State of New Mexico.

“State Agency” or “Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, legislative or judicial branch of the government of this State. “State Agency” or “Agency” includes the New Mexico Public School Facilities Authority.

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

“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 purpose of evaluation.

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

1.5. DOCUMENT LIBRARY [See Exhibit A: Scope of Work, for Services to be provided]

1.5.1. A document library has been established for Offerors to review. The library contains the information listed below and the content of each item can be located at the PSFA website at <https://www.nmpsfa.org>, under the Operations>Project Development tab and the Governance tab.

- 1.5.1.1. Guidelines to the New Mexico Public School Adequacy Standards:
 - NMAC 6.27.30 Statewide Adequacy Standards
 - NMAC 6.27.31 Special Purpose Schools Adequacy Planning Guide
 - NMAC Rules – Public School Capital Outlay Council

2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP describes the major procurement events as defined in the RFP Schedule Overview, and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the RFP schedule.

2.1. SEQUENCE OF EVENTS

2.1.1. See RFP Schedule Overview, page 2

2.2. EXPLANATION OF EVENTS

2.2.1. Issue of RFP

2.2.1.1. This RFP is being issued by the New Mexico Public School Facilities Authority.

2.2.2. Acknowledgement of Receipt, Appendix A

2.2.2.1. Potential Offerors should return the completed Acknowledgement of Receipt Form, Appendix A, to the RFP Procurement Manager by one of the following methods: hand deliver, return by email to the RFP Procurement Manager, or by registered or certified mail referenced in paragraph 1.3.1. in order to have their organization placed on the procurement distribution list. The form should be completed and returned by the end of day on the date specified in the RFP Schedule Overview, page 2.

2.2.2.2. The procurement distribution list will be used for the distribution of written responses to questions and any RFP Addendums.

2.2.2.3. Failure to return this form may cause potential Offeror to be removed from the distribution list and thereby preclude you from receiving pertinent notifications, such as addenda and/or amendments to the RFP.

2.2.3. Pre-Proposal Conference, non mandatory

2.2.3.1. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may also be submitted at the conference and after, up to the Written Question Submission deadline. All written questions received prior to the conference will be addressed at the conference. A public log will be kept of the names or potential Offerors that attend the pre-proposal conference. Attendance at the pre-proposal conference is mandatory, and is a prerequisite for submission of a proposal.

2.2.4. Deadline to Submit Additional Written Questions

- 2.2.4.1. Potential Offerors may submit additional written questions as to the intent of, or clarification of this RFP until end of day on the day specified in the RFP Schedule Overview, page 2. All written questions must be addressed to and sent to the Procurement Manager (see Section 1, Paragraph 1.3.1).

2.2.5. Response to Written Questions/RFP Amendments

- 2.2.5.1. Written responses to written questions and any RFP addenda will be distributed on the day specified in the RFP Schedule Overview, page 2, to all potential Offerors whose organization name appears on the procurement distribution list.

2.2.6. Submission of Proposal

- 2.2.6.1. Proposals shall be submitted to the PSFA in both hard copy and on flash drive electronic formats. (See Section 3. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the address listed on the RFP Schedule Overview, page 2. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) the RFP Number, (3) the RFP Title, and (4) RFP due date and time, as specified on the RFP Schedule Overview, page 2. Further instructions are found in paragraph 2.2.6.2. below. Proposals submitted by facsimile or email will not be accepted.

- 2.2.6.2. **ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DEADLINE SPECIFIED ON THE RFP COVER PAGE, THE RFP SCHEDULE OVERVIEW ON PAGE 2 AND AS SPECIFIED BELOW.**

Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be delivered to the following location: New Mexico Public School Facilities Authority, 1312 Basehart Road SE, Suite 200, Albuquerque, NM 87106. The building has secured access. Allow ample time for entry to the building. Upon arrival at the PSFA location, phone the number posted on the front door, or call 505-468-0286, for entry.

- 2.2.6.3. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of the 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 the Request for Proposal. Awarded in this context means the final required state agency signature on the contract(s), resulting from the procurement, has been obtained.

2.2.7. Proposal Evaluation

2.2.7.1. The evaluation of proposals will be performed by an evaluation committee appointed by the PSFA. During the evaluation period, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.8. Selection of Finalists

2.2.8.1. The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time, if applicable.

2.2.9. Oral Presentation by Finalists (if applicable)

2.2.9.1. Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Presentations, if required, will be held and each will be limited to one (1) hour in duration, which includes a question and answer period of not less than 15 minutes.

2.2.10. Best and Final Offers from Finalists (if applicable)

2.2.10.1. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final Offers may be clarified and amended at the Finalist Offeror's oral presentation.

2.2.11. Finalist Contract

2.2.11.1. The contract will be finalized with the most advantageous Offeror(s) in the month of April 2023. This date range is subject to change at the discretion of the PSFA. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror(s) in the time specified, the PSFA reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

2.2.12. Contract Award

2.2.12.1. The PSFA anticipates awarding the contract(s) in the month of April 2023. The dates are subject to change at the discretion of the PSFA.

2.2.12.2. The contract(s) shall be awarded to the Offeror(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal(s) may or may not have received the most points.

2.2.13. Right to Protest

2.2.13.1. Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposal, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposal. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Local 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 (1) a statement of the grounds for protest, (2) including appropriate supporting exhibits and (3) it must specify the ruling requested from the party listed below. Emailed protests will be not considered as properly submitted. The protest must be mailed or hand delivered to:

Martica Casias
PSFA Executive Director
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106-4365

2.3. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with NMSA 1978, Chapter 13, and purchasing regulations as adopted by the PSFA.

2.3.1. Acceptance of Conditions Governing the Procurement

2.3.1.1. Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 5 of this RFP.

2.3.2. Incurring Cost

2.3.2.1. 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 setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

2.3.3. Prime Contractor Responsibility

- 2.3.3.1. 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 PSFA entering into a contractual agreement with a vendor will make payments to only the prime contractor.

2.3.4. Subcontractors/Consent

- 2.3.4.1. The use of subcontractors may be allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive written approval from PSFA awarding any resultant contract before any subcontractor is used during the term of this agreement.

2.3.5. Certifications and Licenses

- 2.3.5.1. Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

2.3.5.1.1. Corporations:

- 2.3.5.1.1.1. File Articles of Incorporation with the Secretary of State's Office and record with the County pursuant to NMSA 1978, § 53-4-6.
- 2.3.5.1.1.2. Name of registered agent pursuant to NMSA 1978, § 53-5-2.
- 2.3.5.1.1.3. Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.
- 2.3.5.1.1.4. Obtain a Federal Employer Identification Number.
- 2.3.5.1.1.5. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.2. Limited Liability Companies:

- 2.3.5.1.2.1. Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or a partnership that is located in New Mexico.

2.3.5.1.2.2. File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.

2.3.5.1.2.3. Obtain a Federal Employer Identification Number.

2.3.5.1.2.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.3. Limited Partnerships:

2.3.5.1.3.1. Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.

2.3.5.1.3.2. File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.

2.3.5.1.3.3. Obtain a Federal Employer Identification Number.

2.3.5.1.3.4. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.4. General Partnerships:

2.3.5.1.4.1. File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.

2.3.5.1.4.2. Obtain a Federal Employer Tax Identification Number.

2.3.5.1.4.3. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.5.1.5. Sole Proprietorships and Joint Ventures:

2.3.5.1.5.1. Obtain a Federal Employer Identification Number.

2.3.5.1.5.2. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

2.3.6. Amended Proposals

2.3.6.1. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. PSFA personnel will not merge, collate, or assemble proposal materials.

2.3.7. Offeror's Rights to Withdraw Proposal

2.3.7.1. 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.

2.3.8. Proposal Offer Firm

2.3.8.1. 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.

2.3.9. Disclosure of Proposal Contents

2.3.9.1. Proposals will be kept confidential until negotiations and the award are completed by the PSFA. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

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

2.3.9.3. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

2.3.9.4. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the PSFA shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be

disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

2.3.10. No Obligation

2.3.10.1. This RFP in no manner obligates the PSFA to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

2.3.11. Termination

2.3.11.1. This RFP may be cancelled at any time. Any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the PSFA.

2.3.12. Sufficient Appropriation

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

2.3.13. Legal Review

2.3.13.1. PSFA 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.

2.3.14. Governing Law

2.3.14.1. 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.

2.3.15. Prohibited Bidding

2.3.15.1. Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

2.3.16. Consent to Jurisdiction and Venue

2.3.16.1. If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the PSFA, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Bernalillo County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

2.3.17. Basis for Proposal

2.3.17.1. Only information supplied, in writing, by the PSFA through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.

2.3.18. Contract Terms and Conditions

2.3.18.1. The contract between the PSFA and a contractor will follow the format specified by the PSFA and contain the terms and conditions set forth in the Sample Agreement, Appendix B. Exceptions to the Sample Agreement may cause a proposal to be rejected as nonresponsive when, in the sole judgement of the Evaluation Committee or the PSFA, the proposed changes are substantial modifications to the Sample Contract. PSFA reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Agreement) with any Offeror.

2.3.18.2. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement, the Offeror must propose specific alternative language. The Offeror must provide a brief discussion of the purpose and impact of each proposed change, followed by the specific proposed alternate wording. The PSFA may or may not accept the alternative language.

2.3.18.3. If an Offeror fails to propose any alternate terms and conditions in its proposal, no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions in the proposal is an explicit agreement by the Offeror that the contractual terms and conditions contained in the Sample Agreement are accepted by the Offeror.

2.3.18.4. A substitution of the Sample Agreement is not acceptable and will result in the disqualification of the Offeror's proposal.

2.3.19. Offeror Qualifications

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

2.3.20. Right to Waive Minor Irregularities

2.3.20.1. The Evaluations Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.21. Change in Contractor Representatives

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

2.3.22. Notice of Penalties

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

2.3.23. PSFA Rights

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

2.3.24. Right to Publish

2.3.24.1. Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the PSFA written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement and/or PSFA 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.

2.3.25. Ownership of Proposals

2.3.25.1. All documents submitted in response to this Request for Proposal shall become the property of the PSFA.

2.3.26. Confidentiality

2.3.26.1. 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 PSFA.

2.3.26.2. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the PSFA's written permission.

2.3.27. Electronic Mail Address Required

2.3.27.1. A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

2.3.28. Use of Electronic Versions of this RFP

2.3.28.1. 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 PSFA, the version maintained by the PSFA shall govern.

2.3.29. Disclosure of Campaign Contributions, Appendix C

2.3.29.1. Offeror must complete, sign, date and return the Campaign Contribution Disclosure Form, Appendix C, 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. Failure to complete and return the signed, unaltered form will result in disqualification.

2.3.30. Disclosure Regarding Responsibility

- 2.3.30.1. 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:
- 2.3.30.1.1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.
 - 2.3.30.1.2. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:
 - 2.3.30.1.2.1. 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.
 - 2.3.30.1.2.2. Violation of Federal or state anti-trust statutes related to the submission of offers; or
 - 2.3.30.1.2.3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.
 - 2.3.30.1.3. 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 2.2.34.1 of this disclosure.
 - 2.3.30.1.4. 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.
 - 2.3.30.1.4.1. 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.
 - 2.3.30.1.4.2. 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.

- 2.3.30.1.4.3. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.
- 2.3.30.2. Principal, for 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.
- 2.3.30.3. The Contractor shall provide immediate written notice to the PSFA 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.
- 2.3.30.4. 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.
- 2.3.30.5. Nothing contained in the forgoing 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.
- 2.3.30.6. 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 PSFA 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 PSFA or Central Purchasing Officer may terminate the involved contract for cause. Still further, the PSFA 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 PSFA or Central Purchasing Officer.

2.3.31. New Mexico Preferences

2.3.31.1. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

2.3.31.2. New Mexico In-State Preferences are: Resident Business Preference, Native American Resident Business Preference, New Mexico Resident Veterans Business Preference, or Native American Resident Veterans Business.

2.3.31.3. PSFA shall not award a business more than one New Mexico Preference.

2.3.31.4. The New Mexico preferences shall not apply when the expenditures for this RFP include Federal Funds.

2.3.32. Conflict of Interest: Government Conduct Act

2.3.32.1. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

2.3.32.2. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through § 10-16-18, regarding contracting with a public officer or state employee, or former state employee, have been followed.

2.3.33. Equal Employment Opportunity

2.3.33.1. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.33.2. Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

2.3.33.3. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2.3.34. Relying on Existing Contracts

2.3.34.1. The resulting Price Agreement(s) (PA) may be a multiple award. This procurement will result in a PA(s) that may be utilized by all State of New Mexico agencies, departments, boards, commissions, institutions, and local public bodies.

3. RESPONSE FORMAT AND ORGANIZATION

3.1. NUMBER OF RESPONSES PER OFFEROR

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

3.2. NUMBER OF COPIES OF SUBMITTED PROPOSAL

3.2.1. Offeror shall submit their proposal in hard copy and electronic formats in the quantities specified.

3.2.2. There must be **one (1)** original hard copy of their complete proposal with original signatures, clearly labeled ORIGINAL along with the RFP number, RFP Title and Offeror's business name. The hard copy of the Appendix E: Cost Response form must be submitted with the proposal in a sealed envelope clearly labeled as noted above. See Section 3.3. for further proposal details.

3.2.3. **There must be six (6) electronic copies of the hard copy proposal on flash drives.** Each flash drive must be clearly tagged or labeled with the RFP number and the Offeror's business name.

3.2.4. **One (1) of the six flash drives is to be labeled ORIGINAL and will contain the Cost Response.**

3.2.5. **The remaining five (5) flash drives will not contain the Cost Response.** NOTE: An electronic copy is **not** an email and fax copy.

3.2.6. Offeror must deliver their sealed proposal submission per the instructions on the RFP Schedule Overview and in Section 2, paragraph 2.2.6. on or before the closing date and time for receipt of proposals.

3.3. PROPOSAL FORMAT (Hard Copy and Electronic Copy on flash drive)

3.3.1. Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder with tabs delineating each section, clearly labeled ORIGINAL, and six (6) electronic copies of the Hard Copy on flash drives. See paragraphs 3.2.2. and 3.3.4.1.3. regarding the handling of the Cost Response.

- 3.3.2. Spreadsheets and charts can be in Excel format. If the Excel files are password protected on the electronic copies, the password must be provided in written form with the flash drives. All flash drives must be clearly tagged or labeled with the RFP number and the Offeror's business name.
- 3.3.3. One (1) electronic copy must contain an exact copy of the hard copy proposal in PDF and Excel formats as applicable, including the Cost Response, and be labeled ORIGINAL (see paragraph 3.3.1.). The remaining five (5) flash drives must contain an exact copy of the hard copy proposal, **excluding the Cost Response**. Document formats are to be in PDF and Excel, as they will be given to the evaluation committee members for review and scoring.
- 3.3.4. The hard copy proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section, and placed in as small a three-ring binder as needed to contain the proposal. Spiral or comb binding is not acceptable. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. **Exclusions to this page limitation will be as follows: Table of Contents of the Proposal, Letter of Transmittal, Campaign Contribution Discloser Form, Agency Certification Form, Conflict of Interest/Non-Collusion and Debarment/Suspension Form, Preference Certificate (if applicable), and Acknowledgement of Addendums (if applicable).**

3.3.4.1. Proposal Organization

- 3.3.4.1.1. The proposal must be organized as follows, with tabs delineating the following sections, and must contain, at a minimum, all listed items in the sequence indicated:

- 1: Letter of Transmittal
- 2: Table of Contents
- 3: Executive Summary
- 4: Response to Contract Terms and Conditions
- 5: Cost Response (in separate, sealed envelope)
6. Response to Mandatory Specifications, Required Forms and Appendices
- 7: Offeror's Additional Terms and Conditions
- 8: Other Supporting Material

- 3.3.4.1.2. **Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP.** All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their response. However, these materials should be included as items in a

separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

- 3.3.4.1.3. **The Appendix E: Cost Response form is not to be included as an item on the five (5) flash drives used for evaluation.** The Cost Response Form is to be submitted in a separate, sealed envelope, clearly labeled “Appendix E: Cost Response” and inserted in the proposal binder with a tab identifying it as the Cost Response. It should also be included on the one (1) flash drive labeled ORIGINAL and tagged/labeled with the RFP number and Offeror’s business name.

3.3.4.2. Letter of Transmittal, Appendix G

- 3.3.4.2.1. Each proposal must include Appendix G: Letter of Transmittal which MUST include all of the following:

1. Identify the submitting organization, physical address, and mailing address.
2. Identify the name, title, email address and phone number of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title, email address, and phone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, email addresses, and phone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the Conditions governing the Procurement stated in Section 2.
6. Letter must be signed by the person authorized to contractually obligate the organization.

4. SPECIFICATIONS

4.1. SCOPE OF WORK, see EXHIBIT A

4.2. CONTRACT INFORMATION

- 4.2.1. The contract is scheduled to begin in April 2023. PSFA intends on issuing a multi-award of four (4) year contract(s) per awarded vendor.

4.3. MANDATORY SPECIFICATIONS AND FORMS

- 4.3.1. Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal as non-responsive.

4.3.1.1. Company Experience and Staff Qualifications

4.3.1.1.1. Offeror must submit a statement of relevant corporate experience. Offeror must identify prior experience in providing professional services as identified in Exhibit A, Scope of Work, within the State of New Mexico or for any other state. Offeror must submit resumes of proposed key professional staff members who will be performing services under the contract. Experience narratives must describe the specific relevant experience of the staff member(s) in relation to the role that the member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed, and shall include a thorough description of their education, knowledge, and relevant experience as well as certifications or other professional credentials.

4.3.1.2. Customer Service and References

4.3.1.2.1. Offeror shall provide detailed information concerning their customer service policies and practices. Offeror must include at least three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

1. Name of individual or company for whom services were provided
2. Physical address of individual or company
3. Name and title of contact person
4. Email address and phone number for contact person
5. Type of services and dates of service that were provided

4.3.1.3. Description of Work Products

4.3.1.3.1. Offeror shall thoroughly describe the types of relevant work products provided to previous clients.

4.3.1.4. Capacity and Capability

4.3.1.4.1. Offeror must provide information about their business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience, and background. Demonstrate or indicate project team organization and working relationships. Other items could include references

from clients, financial institutions, and insurance carriers. If other references are included, provide contact names, email addresses and phone numbers for the additional references.

4.3.1.5. Cost, Appendix E

- 4.3.1.5.1. Offeror shall complete the Cost Response Form, Appendix E and submit it with their proposal in a separate, sealed envelope. The Cost Response shall reference all Offeror work positions associated with this project, and each position's firm, fixed hourly rate.

4.3.1.6. Completed Campaign Contribution Disclosure Form, Appendix C

- 4.3.1.6.1. Offeror shall submit a completed, signed, and dated Campaign Contribution Disclosure Form with their proposal.

4.3.1.7. New Mexico (NM) Resident Business, NM Native American Resident Business, NM Resident Veterans Business, and NM Native American Veterans Business Preferences (Do not apply to Federally funded projects).

- 4.3.1.7.1. See Section 2.2.35 for additional detail.
- 4.3.1.7.2. Pursuant to NMSA 1978, § 13-1-21, when a public body makes a purchase using a formal request for proposal process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to: (1) eight percent of the total possible points to a resident business or Native American resident business; or (2) ten percent of the total possible points to a resident veteran business or a Native American veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.
- 4.3.1.7.3. To be awarded points for ***Resident Business Preference, Native American Resident Business, Resident Veterans Preference, or Native American Resident Veteran Business***, Offerors must include a copy of their valid preference certificate in this section of your proposal.
- 4.3.1.7.4. A resident veteran business or Native American resident veteran business shall not benefit from the preference for more than ten (10) consecutive years. A person that is an owner of a business that is a resident veteran business or Native American resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall but benefit from the provisions as specified in NMSA 1978, § 13-1-21, on more than one business concurrently.

- 4.3.1.7.5. Pursuant to NMSA 1978, § 13-1-21, Paragraph H, a State Agency shall not award an Offeror points for more than one of the New Mexico Preferences: Resident Business, Native American Resident Business and Resident Veterans Business or Native American Resident Veteran Business. If the Offeror qualifies for more than one preference, the Offeror will only be awarded points for the Resident Veterans Preference or Native American Resident Business. Veteran Businesses or Native American Resident Veteran Business will receive the Resident Business Preference or Native American Resident Business once the cap for Resident Veterans Preferences or Native American Resident Veteran Business has been exceeded.
- 4.3.1.7.6. **If you do not qualify for a Resident Business, Native Resident Business, Resident Veteran Preference, or Native American Resident Veteran Business, please provide a statement stating you do not qualify in this section of your proposal. If you do not qualify for either preference, your proposal will be accepted, however you will not receive points for preference.**
- 4.3.1.8. Current W-9
- 4.3.1.8.1. Offeror must include a current W-9 form; completed, signed, and dated. The form is available on the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>
- 4.3.1.8.2. The State of New Mexico Substitute W-9 form is available on the PSFA website at <https://www.nmpsfa.org>
- 4.3.1.9. Insurance
- 4.3.1.9.1. Contractor shall maintain the following insurance for the term of an awarded Agreement, and the PSFA shall be named as an additional insured. The Contractor will provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.
- 4.3.1.9.1.1. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000
- 4.3.1.9.1.2. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:

- i. Bodily injury: \$1,000,000 per person / \$1,000,000 per occurrence.
- ii. Property damage or combined single limit coverage: \$1,000,000
- iii. Automobile liability (including non-owned automobile coverage): \$1,000,000
- iv. Umbrella: \$1,000,000

4.3.1.9.1.3. Errors and Omissions Insurance: Your response must include a current certification of professional liability (error and omissions) in the amount of at least \$1,000,000 per occurrence/aggregate. If your certificate will be mailed separately by your agent or otherwise delivered outside of your proposal package, please note that in your response. If your certificate cannot be accounted for by the official deadline for proposals, your proposal will be deemed non-responsive. Your firm will also be required to maintain said professional liability for a minimum of three (3) years from the date of substantial completion including all change orders. If you do not currently carry this amount of insurance, send proof of your coverage as it exists now. Upon award, you will be required to provide the additional amount prior to beginning any work. Please provide a statement indicating that you understand this requirement and will or will not comply.

5. EVALUATION

5.1. EVALUATION FACTORS/POINTS

5.1.1. The PSFA will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate the evaluators.

5.1.2. Proposals will be scored based upon comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

EVALUATION FACTORS		POINTS AVAILABLE
1.	Company Experience and Staff Qualifications	45 Points
2.	Customer Service and References	10 Points
3.	Description of Work Products	10 Points
4.	Capacity and Capability	15 Points
5.	Cost	20 Points
Total Maximum Allowable Evaluation Factor Points		100 POINTS
	New Mexico Resident Preference or Native American Resident Business Preference, if applicable	8 Points
	New Mexico Resident Veteran Preference or Native American Resident Veteran Business Preference, if applicable	10 Points
	Interview, if applicable	50 Points
Total Points Possible		100 – 160 POINTS

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

$$\frac{\text{Lowest Responsive Offer Cost Proposal}}{\text{This Offeror’s Cost Proposal}} \times 20 = \text{Award Points}$$

5.1.4. Evaluation Process

5.1.5. The evaluations process will follow the five steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory 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 2.1.7. Proposal Evaluation.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section 2.2.22 Offer Qualifications.
4. Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the PSFA, taking into consideration the evaluation factors in Section 5 and successful negotiations, will be recommended for contract award as specified in Section 2, Paragraph 2.1.12.2. Please note, however, that a serious deficiency in the

response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.

5. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
6. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a first-place tie:

Scoring		Numerical Ranking		
Firm A	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm B	Tie	$(1^{st} + 2^{nd}/2)$	=	1.5
Firm C	3rd		=	3

A tie for first, at the end of the final rankings after the completion of short listing and

interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager

EXHIBIT A: SCOPE OF WORK

INTRODUCTION

1. Scope of Work

The Contractor will provide On-Call Legal Services to New Mexico Public School Facilities Authority (PSFA). These services requested are specialized and may include, but are not necessarily limited to, the items identified below:

- A. Legal advice, training and representation regarding Federal and state regulations and laws in relation to NMPSFA.
- B. Investigation, legal research and writing, preparation of pleadings, legal memoranda and brief appearances before administrative boards, trial and appellate courts.
- C. Legal advice and representation of the NMPSFA in litigation on an as-required basis on any or all matters, including, but not limited to:
 - i. Review internal contracts
 - ii. RFP contract negotiations
 - iii. Represent the NMPSFA in mediations and resolutions sessions (if applicable) upon request
 - iv. Represent the NMPSFA at all stages of due process beyond mediation or resolution including administrative law, state board and court proceedings (if applicable)
 - v. Serve as NMPSFA's liaison
 - vi. Examine and assist in the development of the NMPSFA policies and procedures upon request
- D. Other required services including all clerical assistance, printing and duplicating as required. NMPSFA personnel will be made available, when appropriate, to provide necessary assistance such as research of historical records, or other information needed to perform comprehensive legal services for the NMPSFA.
- E. Regular accounting and billing for services and expenses shall be required.
- F. The successful Company shall agree not to engage in private litigation against the NMPSFA without first obtaining written permission to do so from the NMPSFA during the effective period of the agreement to provide comprehensive legal services.

In order to purchase services under this Contract, NMPSFA will issue Requests for Quotes (RFQs) to contractors available under the On-Call Legal Services Contract, Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-

specific Scope of Work (“Customer SOW”) detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract between the PSFA and selected contractor.

2. Pricing

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, PSFA may request project-based pricing to accomplish goals and tasks that include more complex requirements. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project- based price be permitted to be greater than the hourly rates.

3. Request for Quote(s) Requirement

PSFA SOW. Customers needing On-Call Legal services will create an RFQ each time they desire to solicit these services. PSFA shall issue a detailed RFQ that specifies a term and includes a SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to NMPSFA acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT OF RFP

RFP 2023-005-HC

Title: On-Call Legal Services

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that they have received the official Notification via email of the above RFP, and has accessed the RFP documents on the PSFA website as instructed in the Notification.

This Acknowledgement of Receipt is to be signed and returned to the PSFA by the close of business on the date specified on the RFP Cover Page and on the RFP Schedule Overview, page 2. Only potential Offerors who elect to return this completed Acknowledgement of Receipt form will receive electronic copies of the RFP Addendums, if any are issued. The following information will be used for all correspondence related to this RFP.

Please print:

Business Name: _____

Business Contact Name: _____

Title: _____ Phone#: _____

Email: _____ Fax: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Please return completed form to:

Hieu Cruz
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106-4365
Phone: (505) 468-0261
Email: hcruz@nmpsfa.org

APPENDIX B: SAMPLE AGREEMENT

See separate attachment

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

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

The following definitions apply:

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

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

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

“Pendency of the procurement process” means the time period commencing with the public notice of

the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

“**Representative of a Prospective Contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the Prospective Contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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)

Offeror Business Name



APPENDIX D: AGENCY CERTIFICATION FORM

New Mexico Public School Facilities Authority hereby certifies the following in regard to the attached contractual agreement between the Agency and _____:

Name of Contractor

- 1) This contractor **IS / IS NOT** a **former state employee**. (See note below.)
(Circle one)

- 2) This contractor **IS / IS NOT** a **current state employee** or a **legislator** or the **family member** of a
(Circle one)
current state employee or legislator, or a **business** in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%. (See note below.)

NOTE: Former employee requires a Former Employee Affidavit, PERA letter if contractor retired from State of New Mexico and an AG’s letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

- 3) This Contractor is a (check one): FOR PROFIT VENDOR
 NOT FOR PROFIT VENDOR

Signature of Agency Representative

Date

I certify that the information stated in paragraphs 1-3 is true.

Signature of Contractor

Date

APPENDIX E: COST RESPONSE

Offerors must complete this Appendix 2: Cost Response form. **Offeror cannot alter this form or the personnel title/classifications. *If Offeror’s personnel titles/classifications vary from those on this form, Offeror should select this form’s title/classifications that most closely represent the Offeror’s personnel positions. Personnel Titles 1 through 5 will be used in the Evaluation process.**

Offeror shall reference all work positions associated with this project, and each position’s firm, fixed hourly rate. **This hourly rate does not include billable reimbursable rates for mileage, meals or lodging.** PSFA, at its discretion, may negotiate revised rates with the awarded Contractor on an annual basis through the duration of the contract term. **Failure to successfully negotiate rates may result in termination of the Agreement.**

The **Appendix E: Cost Response** form is to be submitted in a sealed envelope (approximately 8.5” x 11”), clearly labeled “Appendix E: Cost Response” and placed in the Proposal Binder under a Tab identified as Cost Response. It must also be included on the one flash drive labeled ORIGINAL. **It is NOT to be included on the additional flash drives that will be distributed to the Evaluation Committee members.**

	*PERSONNEL TITLE/CLASSIFICATION	PAY RATE	
1.	Partners – or equivalent* [Required]	\$	Per hour
2.	Senior Associates – or equivalent* [Required]	\$	Per hour
3.	Junior Associates – or equivalent* [Required]	\$	Per hour
4.	Pre-Litigation Associates – or equivalent* [Required]	\$	Per hour
5.	Paralegals – or equivalent* [Required]	\$	Per hour
6.	Legal Administrative Assistants – or equivalent* [Required]	\$	Per hour
		\$	Per hour
		\$	Per hour

1. COMPENSATION, BILLABLE TRAVEL EXPENSES

- 1.1** Allowed, billable travel expenses shall not exceed the State of New Mexico's current allowable travel, per diem, and mileage amount limits. NMAC 2.42.2.8.A–B per diem rates effective July 1, 2023 are listed below. **IMPORTANT NOTE: These amounts are subject to change by the State of New Mexico, generally on January 1st and July 1st of each calendar year. It is the responsibility of the contractor to confirm current rates prior to submitting an invoice.**

Itemized, detailed receipts are required as expense documentation for ALL billable, travel expenses. No lump sum receipts will be accepted as expense documentation. If the itemized receipt is not submitted as expense documentation, reimbursement for that purchase will not be given.

1.2 Proposals, Purchase Orders, Invoices

- 1.2.1.** The Contractor shall not be issued a purchase order authorizing work to commence until the Contractor's related proposal has been submitted and approved by PSFA.
- 1.2.2.** No invoice shall be approved for payment until the required reports and documentation have been submitted to the appropriate parties for approval.
- 1.2.3.** Invoicing shall reflect only the actual services provided, hours used, and documented expenses for the line items have been provided.
- 1.2.4.** Contractor shall be reimbursed for NM Gross Receipts Tax, subject to the current tax rate at the time of the issuance of the work order/purchase order.

1.3 Meals:

- 1.3.1 For less than 2 hours of travel beyond normal work day: none
- 1.3.2 For 2 hours, but less than 6 hours beyond the normal work day: \$20.00
- 1.3.3 For 6 hours, but less than 12 hours beyond the normal work day: \$42.00
- 1.3.4 For 12 hours or more beyond the normal work day: \$59.00

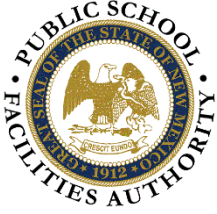
1.4 Lodging, Overnight Travel:

- 1.4.1 In state areas: \$155.00
- 1.4.2 In state special areas: (Santa Fe Area only) \$202.00
- 1.4.3 Out of state: \$155.00

1.5 Mileage, Private Conveyance Rate:

- 1.5.1 For the year beginning January 1, 2023 through December 31, 2023, the New Mexico mileage rate is \$0.47 per mile. This amount is subject to change by the State of New Mexico.

APPENDIX F: Sample Quote Form



New Mexico Public School Facilities Authority

Quote for On-Call Legal Services for Project No. _____
 Project Name _____
 Project Location _____
 Date of Proposal _____

1. General Description

The contractor proposes to perform the requested On-Call Legal work as requested in accordance with PSFA Contract No. **XX** on a Firm Fixed Price.

2. Services and Price/Costs

Position Title*	Hours	Hourly Rate**	Total Price
			\$

*Position Title must match the position titles in PSFA Contract No. **XX**.

** Hourly rate must match the Position Title in PSFA Contract No. **XX**.

2.1 Travel

	Quantity		Total
Number of Miles Round Trip		X \$0.47* per mile	
Meals- 2-6 hour beyond normal work day		X \$20.00*	
Meals- 6-12 hour beyond normal work day		X \$42.00*	
Meals-12+ hour beyond normal work day		X \$59.00*	
Meals- returning form overnight travel 2-6 hour beyond normal work day		X \$20.00*	
Meals- returning form overnight		X \$42.00*	

travel 6-12 hour beyond normal work day			
Meals- returning form overnight travel 12+ hour beyond normal work day		X \$59.00*	
Lodging- In State Areas		X \$155.00*	
Lodging- In State Special Areas (Santa Fe Only)		X \$202.00*	
Lodging- Out of State Areas		X \$155.00*	

*Travel reimbursable rates are subject to change in accordance with the New Mexico's allowable travel per diem and mileage amount limits. See NMSA 2.42.2.8 A-B.

2.2 Printing/Other Costs

	Quantity	Price per Item	Quantity
Printing:			
Other:			
Other:			
Other:			

3. Purpose

The purpose of this Quote is to obtain On-Call Legal services for the above referenced Project.

4. Scope

The scope of this requirement is to provide On-Call Legal services to [insert language to describe the scope of work to be performed].

5. Time is of the Essence

The work shall commence on [date] and completed no later than [date].

6. Deliverables

[insert detailed deliverables of work to be performed.]

APPENDIX G: LETTER OF TRANSMITTAL FORM

The following items **MUST** have a response, failure to respond to all areas will result in your proposal being deemed non-responsive.

1. Identity Business Name and Physical Address of the Offeror organization:

Offeror Business Name	
Physical Address	
City, State, Zip Code	

2. Offeror's Business Mailing Address if different than above:

Offeror Business Name	
Mailing Address	
City, State, Zip Code	

3. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
Email Address	
Telephone	

4. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
Email Address	
Telephone	

5. For the person to be contacted for clarifications:

Name	
Title	
Email Address	
Telephone	

On behalf of the Offeror named in Item 1, the authorized Signatory named in Item 3 above commits and accepts the items below.

- Offeror will comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
- Offeror accepts all Terms and Conditions governing this Procurement.
- The submission of Offeror's proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- Offeror acknowledges receipt of any and all addendum/amendments to this RFP.
- Offeror hereby certifies it meets all requirements of financial viability, responsibility and resources to complete all proposed activities within the period of performance as detailed in this RFP.

Authorized Signature: _____ Date: _____

Printed Name: _____

(Must be signed and dated by the person identified in Item #3, above.)

APPENDIX H: ACKNOWLEDGEMENT OF SCOPE OF WORK FORM

The Offeror, through the undersigned, hereby acknowledges that they understand the Scope of Work to be performed in Exhibit 1: Scope of Work, and that they have the capacity, capability, and past record of performance to perform the work. This page has been signed by a signatory with the authority to bind the Offeror. By signing this page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of ninety (90) days from the date proposals were due.

This completed Acknowledgement must be included in the Offeror’s Proposal with the Mandatory Specifications, Forms, Acknowledgements, all Appendices and Attachments, per Section 3.3.4.1.1.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm Name: _____

**APPENDIX I: CONFLICT OF INTEREST, NON-COLLUSION AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to New Mexico Public School Facilities Authority in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of District (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any District employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ . List below the name(s) of any District employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree?

YES – Initials of Authorized Representative of Vendor: _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to District’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION, and DEBARMENT/SUSPENSION STATUS requirements, and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City, State, Zip Code: _____

APPENDIX J: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby attest that I have received the following addenda/amendment(s) to the RFP _____ as follows:

ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____

Authorized Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____