



**The New Mexico Institute of Mining and Technology
Purchasing Services Office**

Request For Proposal (RFP)

Immigration Legal Services

RFP# 2410017C

Release Date: September 30, 2023

DUE DATE: October 20, 2023 at 2:00 PM MST

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Director of Purchasing

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I. General Instruction for Preparation of Proposal

The Purchasing Services Office, on behalf of the Board of Regents of the New Mexico Institute of Mining and Technology, (New Mexico Tech) seeks written, responsible proposals from qualified Offerors for Immigration Legal Services. Due date for receipt of proposals is 2:00 P.M. local time on October 20, 2023. Date and time of receipt will be stamped on the proposals by the Purchasing Office and held in a secure place. Proposals received later than the due date and time will not be considered.

This Request for Proposal (RFP) contains specific requests for information. However, in responding, Offerors are encouraged to include in their proposals any additional information they believe relevant and valuable. Sales and general promotional material should not be included, specific product literature may be included. The proposal must be specific and must be responsive to the criteria set forth in this request.

Clarification of instructions, terms and conditions, insurance, and preparation or submission of proposals shall be made only by the Purchasing Office. **Questions will not be accepted or answered by telephone.** Questions must be submitted in writing and should be restricted to clarification and / or amplification of the RFP. Offerors should reference their questions to specific RFP sections, paragraphs and page numbers. Question may be faxed to 575.835.5887, Attn: Kimela Miller or by emailing them to purchasing@nmt.edu **questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal is due.** Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at <https://www.nmt.edu/finance/purchasing/rfp.php> Please check the website often for updates to the RFP. Receipt of addenda must be noted on the Offeror's proposal confirming the receipt of any and all amendments.

Please ensure you put an original signature on documents in the RFP package.

No other source within New Mexico Tech is authorized to explain, interpret, or give information concerning the Request for Proposal document. Further, no contact between the proposers and the end-users of the good or services is permitted until a proposal is selected and a contract signed.

This Request for Proposal implies no obligation on the part of New Mexico Tech, nor does New Mexico Tech's silence imply any acceptance or rejection of any proposal. New Mexico Tech reserves the right to accept or reject any or all proposals.

There should be an original signature on the Offer.

Submit one (1) **complete copy with pricing** and one copy without pricing on a thumb drive. Proposals may be hand carried, mailed by USPS or express service to:

Director of Purchasing
Attn: 2410017C
New Mexico Institute of Mining and Technology
801 Leroy Place
Brown Hall, Room 100
Socorro, NM 87801

Note: the Purchasing Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly.

Please ensure that the RFP number is included in the address attention line. Pricing information shall be contained in a separate envelope within the package.

NOTE: PROPOSALS SUBMITTED BY FAX OR EMAIL WILL NOT BE CONSIDERED.

Delivery: it is the sole responsibility of the Offeror to see that their proposal is delivered by the date and time specified in this RFP. Offerors should never leave a proposal with any New Mexico Tech office or New Mexico Tech individual for delivery to the purchasing office.

Modification: the proposal may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq. NMSA 1984 Supp. Telegraphic or written modifications of proposals already submitted are acceptable. A late modification of an otherwise successful proposal, that makes its terms more favorable to New Mexico Tech will be considered at any time it is received.

Late submission: any proposal received after the scheduled closing time for receiving proposals will not be considered and will be returned to the Offeror unopened.

Withdrawal: prior to award, proposals may be withdrawn anytime by written notice, or in person by Offeror's authorized representative.

New Mexico Tech reserves the right to reject any or all proposals, or any part thereof, and to waive any technicalities or informalities in the proposal if in the best interests of New Mexico Tech. Incomplete proposals may result in dismissal of all or part of the response.

Each proposal must give the complete mailing address of the Offeror and must be signed by the Offeror with the Offeror's legal authorized signature (Attachment A). Proposal by partnerships must be signed by one of the members of the of the partnership or by an authorized representative. Proposals by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all persons signed should be typed or printed below the signature. **Unsigned proposals will be considered non-responsive and returned to the Offeror.**

Proposals will not be opened publicly but shall be opened in the presence of the Director of Purchasing and one or more New Mexico Tech representatives.

Offerors will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Offeror will be evaluated is detailed further in this document.

If an Offeror has assisted with the development of the proposal or provides specifications, that Offeror MAY NOT submit a proposal.

Each proposal must be typed and legible. Failure to include all information requested in the Request for Proposal documents may render the Offeror's proposal non-responsive and the proposal may be returned to the Offeror. All information must be entered in ink or typed and corrections must be initialed.

The proposal must include the statement that the proposed terms will remain in effect for at least ninety (90) days after the scheduled due date for responses.

No employee of New Mexico Tech shall have any direct financial interest in any contract with New Mexico Tech. Any violation of this provision will render the contract void, unless it is approved by the Board of Regents after full disclosure.

Offeror's response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in a proposal not being considered.

Offeror's proposal must be bound and indexed and must use, where required, the forms provided in the RFP. Offerors should organize each copy of their proposal as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the proposal may be eliminated from consideration.

II. Evaluation Criteria

Offers will be evaluated by New Mexico Tech on the following factors:

A. Level of Experience with Similar Clients and Legal Matters	20%
B. References	15%
C. Proposed Approach to Scope of Work	35%
D. Cost of Services	<u>30%</u>
	100%

Basis for award

- A. Level of Experience with Similar Clients and Legal Matters

The Offeror should describe its legal experience in immigration law, preferably for higher education institutions. Discuss the organization, size, structure, and additional areas of practice. Describe the education and qualifications of attorneys to be assigned to New Mexico Tech and include copies of resumes, certificates and licenses held by the individual.

B. References

The Offeror should provide 3-5 references including the company name, email address, contact name, and telephone numbers, preferably including clients similar to New Mexico Tech.

C. Proposed Approach to Scope of Work

The Offeror should provide a detailed plan of their approach to the work requirements of New Mexico Tech. Provide information regarding administrative staff and clerks within the firm and how they will support the needs of New Mexico Tech. An organizational chart should be provided. Any work subject to outsourcing to a third party (subcontractor) should also be discussed.

D. Cost of Services

The Offeror's proposed costs should include information on the hourly billing rates of each attorney or other legal staff who is expected to work on New Mexico Tech matters. Flat fees for various immigration activities and documents should also be provided. Reimbursement of expenses, such as meals, mileage, lodging, etc. should be discussed.

The evaluation committee will evaluate each Offeror's proposal and then establish, by consensus, percentage points for each evaluation criteria. Award will be made to the Offeror(s) who receives the highest total score.

Tentative time line:

Issuance of RFP	September 30, 2023
All questions due from Offerors	October 13, 2023
RFP responses due from Offerors	October 20, 2023

III. Terms and Conditions

A. General

1. New Mexico Tech's standard Terms and Conditions are an equal and integral part of this RFP. Any deviation must be clearly identified by the Offeror.
2. This RFP, addenda, and all attachments will be considered to be part of and incorporated into the resultant contract or purchase order by reference.
3. The Offeror shall include all applicable costs in their proposal, including but not limited to licenses, materials and labor.
4. The freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.
5. This RFP constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for this RFP. This RFP and the resultant contract will be interpreted and governed by the Laws of the State of New Mexico.

B. Reserve Acceptance - New Mexico Tech reserves the right to select the combination of goods and services that appears best-suited to meet the needs of New Mexico Tech. New Mexico Tech reserves the right to reject any offer outright even if technically superior, if such an offer exceeds New Mexico Tech's available resources.

C. Proposal Acceptance - In evaluating the responses, the Purchasing Office reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to the Offeror that best serves the interests of New Mexico Tech.

D. Request for Proposal Expenses Including Preparation and Demonstration - Expenses for developing proposals and for demonstrations, if requested, are entirely the responsibility of the Offeror and shall not be chargeable in any manner to New Mexico Tech.

E. Offeror Representative - New Mexico Tech reserves the right to negotiate a change in Offeror representative if the assigned representative is not supplying New Mexico Tech needs adequately. The right shall carry forward through the RFP period and the full time during which the service acquired as a result of the Request for Proposal is provided to New Mexico Tech.

F. Offeror Response Made a Part of the Contract - If Offeror's proposal is accepted, the proposal and appropriate modifications will be incorporated in the contract entered into between Owner and Responsible Offeror.

G. Contract Information

Award and Administration of Award - The Purchasing Office will contract for the proposed goods and / or services from the selected Offeror. Third-Party Subcontractors to the Offeror will be expected to comply with all terms and conditions of the award. During the term of the agreement, no work is to be performed by the offeror without the express written consent of the Purchasing Office. Any work performed without written authorization will be at the offeror's expense. Any resulting agreement will be the exclusive statement of understanding between the parties with respect to its subject matter and shall consist of the following, in order of precedence:

- a) New Mexico Tech RFP# 2410017C
- b) Offeror's proposal and Terms and Conditions

Termination - New Mexico Tech shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, New Mexico Tech will notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. New Mexico Tech reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

H. Offeror's Terms and Conditions - The Offeror must state those standard terms and conditions which the Offeror will expect New Mexico Tech to consider. Any deviation from proposal specifications must be clearly identified by the Offeror. This RFP will prevail in the event of a conflict between the Offeror's proposal and the RFP. New Mexico Tech will consider but is not bound by any Offeror's standard terms and conditions. If an impasse occurs, the proposal will be disqualified.

I. Safety and Insurance Requirements - it shall be each Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

The successful Offeror will be required to provide insurance certificates to the Purchasing Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by the Institute.

The following minimum amounts are required:

WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

Single Limit	\$500,000 OR
Bodily Injury Liability	\$100,000 each person and \$500,000 each occurrence
Property Damage Liability	\$100,000 each occurrence

- J. **Indemnification** - The successful Contractor(s) will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damages to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the Contractor, and his agents, and employees, including losses, expenses, or damages sustained by New Mexico Tech. The successful Offeror will undertake and agree to indemnify and hold harmless New Mexico Tech and its Board of Regents, individually and collectively, and the officers, agents, and employees of New Mexico Tech, from any and all losses, expenses, damages (including loss of use), and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting therefrom. Any claims against New Mexico Tech must be filed with the State of New Mexico.

The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold New Mexico Tech free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.

- K. **Certification of Tax Exempt Status** - New Mexico Institute of Mining and Technology, dba New Mexico Tech, is an agency of the State of New Mexico. In accordance with State statutes, Sections 7-9-13 and 7-9-54, sales of TANGIBLE PERSONAL PROPERTY to the Institute are specifically exempted from the state Gross Receipts Tax. This exemption does not apply to the purchase of SERVICES, LEASES OF PROPERTY, or ITEMS PURCHASED FOR A CONSTRUCTION PROJECT.

All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item on the itemized list.

Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002

A Nontaxable Transaction Certificate (NTTC) can be obtained from New Mexico Tech by sending a request to purchasing@admin.nmt.edu along with company name, address and TIN or NM CRS number.

- L. **Contract Utilization by Other Agencies** - In accordance with NMSA 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by the Regents of New Mexico Tech.
- M. **E-Verification** - The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf>

New Mexico Tech's E-Verify Company ID Number is 165512

- N. **Certification of Payment of Gross Receipts Tax to the County and City of Socorro**
When appropriate, Offeror agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor shall, upon payment of applicable GRT to the New Mexico Department of Taxation and Revenue, cause to be sent to the County of Socorro, Attn: Finance Director, P.O. Box 1, Socorro, NM 87801 a certification of the amount of GRT paid under location code 25-025 for the applicable reporting period. When reporting the city of Socorro tax, please use the code 25-125.

- O. Additional Services** - During the term of this agreement, New Mexico Tech reserves the right to contract with the awarded Offeror for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.
- P. Right to Audit** - New Mexico Tech reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech the Contractor agrees to fully cooperate with the auditors.
- Q. Warranty of Materials and Equipment** - Unless otherwise specifically stated by the offeror, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and offeror shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation unless otherwise agreed to in writing at the time of award. Offeror also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by offeror. All applicable UCC warranties, express and implied, are incorporated herein.
- R.** The performance of this Agreement by NMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMT's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMT decides that sufficient funds are not available and/or sufficient appropriations and/or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If NMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMT's notice give NMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMT be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.

IV. Discussions with Offerors and Award

The Procurement Code permits, and the Regents reserve the right to conduct discussions with any or all Offerors, or to make an award of a contract without such discussions based only on evaluation of the written proposals. New Mexico Tech likewise reserves the right to designate an Evaluation Committee in evaluating the proposals according to the evaluation criteria. New Mexico Tech shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

If New Mexico Tech is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of New Mexico Tech. Negotiations will then be initiated with the next most qualified, or the procurement process will be terminated and new proposals requested.

V. Procurement Code

This award shall be made pursuant to the provisions of the Procurement Code governing procurement of goods and services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

VI. Residential Preference (attach copy of certificate)

A New Mexico resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Offer form and attached your certificate to your response. The preference may not be combined with the Veterans Preference, but may be

used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from in state preference laws.

VII. Veterans Preference (attach copy of certificate)

A New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference between seven percent and ten percent. The preference may not be combined with the residential preference, but may be used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from in state preference laws.

VIII. Term

The terms of this agreement shall be for one (1) two (2) year with the option to renew this agreement for up to an additional two (2) one (1) year terms by mutual consent, not to exceed four (4) years in total.

IV. RFP Termination

This Request for Proposal (RFP) in no manner obligates New Mexico Tech to the eventual purchase of any services described, implied or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of New Mexico Tech and may be terminated without penalty or obligation at any time prior to the signing of a contract. New Mexico Tech reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

X. Public Inspection

General: After award, the register of proposals shall be open to public inspection. Each proposal, except those portions for which the Offeror has made a written request for confidentiality, shall also be open to public inspection.

Confidential Data: If a citizen of this State request disclosure of data, for which an Offeror has made a written request for confidentiality, the Director of Purchasing shall examine the citizen's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror protests under Section 13-1-172 NMSA 1978, 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.

XI. Licenses and Permits

The successful Contractor must keep himself informed of, and adhere to, all laws and ordinances governing any matter related to the services to be performed. The successful Contractor shall obtain all necessary licenses and permits, and shall be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any dispute which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes. The Offeror shall be solely engaged in this type of work and service.

XII. Contract Termination

New Mexico Tech reserves the right to terminate the contract with ninety (90) days written notice by the Director of Purchasing via certified mail to the address listed on the signature page of the RFP if any of the terms of the proposal and subsequent contract are violated.

- A. **Termination for Cause** - If, through any cause and as determined solely by New Mexico Tech, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, New Mexico Tech shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of New Mexico Tech, become the property of New Mexico Tech, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to New Mexico Tech for damages sustained by New Mexico Tech by virtue of any breach of this agreement by the

Contractor, and New Mexico Tech may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due New Mexico Tech from the contract is determined.

- B. **Termination for Convenience** - New Mexico Tech may terminate the contract at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by New Mexico Tech as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the "Termination for Cause" clause will apply.

XIII. Scope of Services

The Purchasing Services Office, on behalf of the Board of Regents of the New Mexico Institute of Mining and Technology (New Mexico Tech) requests sealed competitive proposals from each Offeror to enable New Mexico Tech to determine which Offeror is best able to serve all of the criteria which are considered in the proposal. New Mexico Tech seeks a service provider for Immigration Legal Services.

Background - New Mexico Tech is a state-supported, coeducational institution offering undergraduate and graduate degrees in science, engineering, and technology related fields. The campus is located in the central Rio Grande valley city of Socorro, New Mexico, south of Albuquerque. The City of Socorro has a population of 9,000. New Mexico Tech has a student population of approximately 2,000 and a staff/faculty population of 1000.

New Mexico Tech is a world leader in many areas of research, including hydrology, astrophysics, atmospheric physics, geophysics, homeland security, information technology, geosciences, energetic materials engineering, and petroleum recovery. The main campus is 101 acres of administrative and academic buildings, residence halls, and research facilities. The remainder of the campus is 1,888 acres. The New Mexico Tech website is <http://www.nmt.edu>

Services – New Mexico Tech seeks representation and advice regarding immigration law matters, including but not limited to petitioning for non-immigrant visas (including H-1Bs); petitioning for employer sponsored permanent residence; representation before the Department of Labor, including labor condition applications, labor certifications, Program Electronic Review Management (PERM) complying with the Student and Exchange Visitor Information System (SEVIS) requirements; impact of homeland security issues on immigration law; and interaction with and representation before applicable U.S. governmental agencies, including the Department of Homeland Security and the Department of Labor, as well as interaction with the New Mexico Tech international student, academic affairs offices, and human resources offices.

New Mexico Tech will be responsible for the 1st stage of Permanent Residency. For continuity, the Offeror must be accessible to foreign nationals who elect to apply for stages 2 and 3.

The Offeror will be required to counsel New Mexico Tech Human Resources on compliance and on all issues that could have potential sanctions for New Mexico Tech.

The Offeror should be admitted to practice before all New Mexico Courts.

The Offeror shall provide professional legal services to New Mexico Tech and shall represent New Mexico Tech with due professional care as required by applicable law and disciplinary rules of the state and their profession.

The Offeror is expected to perform valuable services for New Mexico Tech, and the Offeror's employees are expected to perform work of a type commensurate with their professional title. Anyone employed or engaged by the Offeror as an employee and who assists in performing the services agreed to herein shall not be considered employees of New Mexico Tech.

The Offeror must be available to provide on-site training sessions to New Mexico Tech staff on immigration matters.

Information generated in the course of representation of New Mexico Tech, a public university, may be subject to the New Mexico Inspection of Public Records Act. The selected Offeror will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the Act (e.g. invoices where incidental notation may tend to reveal litigation strategies or privileged information). The selected Offeror should mark confidential or privileged attorney-client communications as confidential. This

subsection shall not be interpreted to limit the Offeror's duty to provide full disclosure to New Mexico Tech as necessarily in the Offeror's judgment to represent New Mexico Tech with due professional care or as required by applicable law or disciplinary rules.

Offeror shall be prepared to submit detailed billing statements for all services billed at an hourly rate, if any, broken down into time increments of no more than a quarter hour. Offeror shall also include summaries of work performed and time spent on services performed under the flat monthly fee.

New Mexico Tech employs a number of foreign individuals and as such, assist the individual with various visa services. The following is a list of services required by New Mexico Tech, the list is not to be considered all inclusive:

- Immigration legal services for H-1B visa petition

 - H-1B Extensions

 - Change of Status

 - Labor Certification

 - I-140 Petitions

 - With Labor Certification
 - National Interest Waiver
 - 1st Preference Petitions

 - Occupational Petitions

 - Adjustment of Status

 - INS Filing Fees for 1-129H

 - Antifraud Fees

 - Copying Costs

 - Postage

 - Mileage

 - Advertisement in Defensor Chieftain and Albuquerque Journal

Additional forms that will be required from the selected Offeror(s), and hereby incorporated into this RFP, are:

- Professional Services Agreement

- Taxpayer Identification Request and Substitute W-9 (dba Vendor Form)

Both forms are available at <https://www.nmt.edu/finance/purchasing/forms.php>

Attachment A

OFFER

RFP 2410017C

Provide information requested, affix signature and return this page with your proposal.

Non-collusion: In signing this offer we also certify that we have not directly, entered into any action in restraint of free competitive bidding.

Anti-Kickback: (N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR 52.203.7) Anti-Kickback Act of 1986) In signing this offer we certify that we have not made, or have accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

Debarment/Suspension Status: In signing this offer the Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any State Agency. The Vendor agrees to provide immediate notice to New Mexico Institute of Mining and Technology Purchasing Department in the event of being suspended, debarred or declared ineligible by any State Agency or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the proposal, quote or bid but prior to award of the purchase order or contract.

NAME OF FIRM: _____
_____ Residential Preference Number or
_____ Veterans Preference Number
COMPLETE ADDRESS: _____
_____ (attach copy of certificate)

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

AUTHORIZED SIGNATURE: _____ **please ensure the signature is original**

PRINTED NAME: _____

TITLE: _____

PLEASE PROVIDE A POINT OF CONTACT FOR QUESTIONS:

NAME _____ TELEPHONE _____

EMAIL ADDRESS _____

ADDENDUM ACKNOWLEDGMENT: #1 _____ #2 _____
(please initial and date) #3 _____ #4 _____
#5 _____ #6 _____

Attachment B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(complete and return with offer)

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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____
(Attach extra pages if necessary)

Signature

Title (Position)

Date

-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

Title (Position)

Date