

State of New Mexico  
OFFICE OF FAMILY REPRESENTATION AND ADVOCACY



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DEPUTY DIRECTOR

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DEPUTY DIRECTOR

**RFP #26-680-0000-00002**

**Amendment One**

*RFP #26-680-0000-00002 is AMENDED as follows:*

**Key Revisions include but are not limited to:**

**1. Section V- Contract Terms**

*From:*

**V. CONTRACT TERMS**

A successful offeror shall perform as an independent contractor for the entire term of the contract and is responsible for all state and federal taxes and any licenses or training costs.

**Compensation**

The successful offeror will be compensated exclusively from funds appropriated to the OFRA by the state legislature and funds received via Title IV-E reimbursements. Payment pursuant to any contract resulting from this RFP shall provide compensation in-full for all services performed whether performed by the individual contractor or by a pre-approved associate, designee, or subcontractor. A contractor or their associate, designee, or subcontractor shall receive no other compensation from the State for services

performed nor shall anything of value be accepted or solicited for work performed under the contract.

The successful offerors shall comply with all contracting and billing procedures of the OFRA and State of New Mexico, including submission of an invoice with an accurate monthly service log summarizing the work performed by the individual contractor or by a pre-approved associate, designee, or subcontractor. The monthly log will be used for data collection and program evaluation purposes.

Attorneys must have access to the internet, a working e-mail address, appropriate technology and the ability to use the technology necessary for effective representation.

Attorneys who accept assignments for cases will be required to enter detailed case activity into the identified case management system; until a case management system is made available, attorneys will be required to provide detailed case activity in interim data surveys, invoices and service log(s), which shall be submitted, via email to the OFRA.

Offerors shall agree to submit monthly invoices to OFRA between the first and fifteenth day of each contract month, for services performed the month prior. Invoices received thirty (30) days after the fifteen (15) days, will be subject to a 20% reduction and any monthly invoice received sixty (60) days or more after the fifteen days will not be paid, absent a finding of extenuating circumstances by the OFRA Director. Payments shall be made by OFRA to the successful Offeror(s) within thirty days of receipt of an accurate and complete invoice for service satisfactorily performed.

**To:**

#### **V. CONTRACT TERMS**

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##### **Compensation**

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The successful offerors shall comply with all contracting and billing procedures of the OFRA and State of New Mexico, including submission of an invoice with an accurate monthly service log summarizing the work performed by the individual contractor or by a pre-approved associate, designee, or subcontractor. The monthly log will be used for data collection and program evaluation purposes.

Attorneys must have access to the internet, a working e-mail address, appropriate technology and the ability to use the technology necessary for effective representation.

Attorneys who accept assignments for cases will be required to enter detailed case activity into the identified case management system; until a case management system is made available, attorneys will be required to provide detailed case activity in interim data surveys, invoices and service log(s), which shall be submitted, via email to the OFRA.

The Contractor shall submit monthly invoices to the Agency, including a detailed accounting that conforms to the Agency's written billing instructions, which may be amended at the discretion of the Agency and made available to the Contractor. Invoices must be submitted between the first and fifteenth day of each month for services performed the month prior. Invoices received thirty (30) days after the fifteenth day of the month will be subject to a five percent (5%) reduction and any monthly invoice received sixty (60) days or more after the fifteenth day of the month following the month when the services were provided will be subject to a ten percent (10%) reduction absent a finding of extenuating circumstances by the Agency Director. Payments shall be made by OFRA to the successful Offeror(s) within thirty days of certification of receipt of an accurate and complete invoice for service satisfactorily performed.

## 2. Section X- #4 Protest Deadline

### From:

#### Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end on March 31, 2026, 5:00 pm MST/MDT. Protests must be written and must include the name and address of the protestor. It must also contain a statement of grounds for the protest, including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Kathryn Grusauskas, Esq.  
Procurement Manager OFRA  
[kathryn.grusauskas@ofra.nm.gov](mailto:kathryn.grusauskas@ofra.nm.gov)

### To:

#### Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end on March 31, 2026, 5:00 pm MST/MDT. Protests must be written and must include the name and address of the protestor. It must also contain a statement of grounds for the protest, including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Danielle Fresquez,  
Procurement Manager  
Chief Procurement Officer for OFRA

[Danielle.fresquez@state.nm.gov](mailto:Danielle.fresquez@state.nm.gov)