

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEW MEXICO

REQUEST FOR PROPOSALS

Date: May 3, 2023

No: 2023-001

For: A Court Appointed Special Advocate Program (CASA)

Proposal Deadline: June 3, 2023 at 4:00 PM

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

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BACKGROUND INFORMATION

The Second Judicial District Court (SJDC) is part of the Judicial Branch of state government as established in Article VI, Section 12 of the New Mexico constitution. It is the largest general jurisdiction trial court in New Mexico and processes approximately 50,000 cases per year. SJDC has three business locations: “downtown” at 4th Street and Lomas, which processes all civil, criminal, and domestic matters; a location at 4th and Roma that holds the court Pretrial Services Division; and a location on North 2nd Street the “Children’s Court,” which processes all cases concerning juveniles, abuse and neglect, adoptions, and mental health commitments. SJDC has 30 district judges and employs approximately 360 personnel on a full time basis with a budget of \$35,000,000.

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

The SJDC developed this Request for Proposals (RFP) for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, their proposal will be declared non-responsive.

All costs incurred by the offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

If it becomes necessary to revise any part of the RFP, or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The SJDC shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the SJDC extends the response deadline.

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to the Procurement Manager. The revision or withdrawal must be signed by the person submitting the proposal.

When it is in the best interest of the State of New Mexico and SJDC, this RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the SJDC sending written notice to the contractor. The SJDC’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, §§ 13-1-1 through 13-1-199.

Scope of Work

The SJDC is requesting multi-year, sealed proposals to contract with a private entity to create, conduct, develop and maintain a Court Appointed Special Advocate (CASA) program for Fiscal Years ending June 30th, 2024, 2025, 2026, and 2027. (See NMSA 1978, §13-1-76 for definition of Professional Services and NMSA 1978, §13-1-150 for Multi-term Contracts). The term of the contract shall be one-year, with the three options to extend each for one-year terms at the same price, and with the same terms and conditions as stated in the original proposal. SJDC reserves the right to reject any or all proposals.

Judge John E Brown established the first Court Appointed Special Advocate (CASA) Program at the Second Judicial District Court Children's Court in 1985. The concept is based on a model used in Seattle Children's Court since 1977.

CASA programs provide staff and recruit, train, and supervise volunteers who are appointed by Second Judicial District Children's Court Judges to provide unbiased, independent information to the court in child abuse and neglect cases. CASA volunteers may meet with the child, family members, foster parents, and service providers and review reports to compile timely and thorough information about children's health, safety, well-being and permanency plans, and to monitor the implementation of court ordered service and visiting plans. CASA volunteers work collaboratively with legal, social service, and treatment providers toward the goal of securing or maintaining safe, stable, permanent homes for children in the child welfare system.

Listed below are the areas SJDC would like the applicant to address regarding this RFP.

1. Describe your agency's mission, provide the agency's mission statement, and describe how the administration of a CASA program would align with that mission.
2. Describe any services that your agency provides to children and families, particularly children and families who are involved with the Children's Court or child welfare systems.
3. Describe in detail your organization's knowledge and/or practice of National CASA criteria, and policies for its affiliates.
4. Describe the facilities (i.e., physical spaces) that are available for the operation of the proposed CASA program in Bernalillo County, identifying the following: (a) The proposed location of the CASA staff office (b) the availability of training facilities; (c) the degree to which the court will assist with facility needs.
5. Discuss (a) how the organization will use technological components – computers, internet and website – to adequately support the CASA program; (b) the organization's capacity to resolve computer related issues; and (c) the organization's data backup protocols and measures to protect participant and program confidentiality.
6. Describe your agency's current involvement in child welfare-related collaboratives, the general membership of those collaboratives, and their intended purpose. If your agency participates in child-welfare collaboratives at the regional or state level, please include. If your agency does not participate in formal collaboratives, describe other efforts that

indicate ability to work in partnership with local child welfare stakeholders. How will you handle any conflicts that arise from these collaboratives?

7. Describe your agency's governing Board of Directors. Describe the process by which the board monitors the operation and quality of programs within your agency.
8. Describe the practice by which your agency will recruit, hire, train and supervise staff to administer the CASA program. Describe how that staff will be supervised, and what role CASA staff will play in the development, implementation and oversight of the CASA's program's budget and strategic planning. Include an agency organizational chart showing the intended supervisory path for CASA staff.
9. Describe in detail your plan to recruit, train, utilize, supervise, develop and retain a panel of CASA volunteers.
10. Please indicate the number of volunteers you expect to assign during the first three calendar years of the proposed contract period as well as their proposed hours and the number of children you expect to serve.

Active Volunteers

Volunteer Hours

Children Served

11. Describe your agency's commitment to maintaining diversity on your staff and among your volunteers, and your efforts to have that diversity reflect the populations you serve. Describe your agency's commitment to cultural competence, to include what ongoing training you offer to staff and volunteers.
12. Describe the mechanisms your agency will use to monitor the effectiveness of the CASA program in Bernalillo County during the contract period. These can include, but are not limited to: volunteer and stakeholder surveys, focus groups, regular meetings with court staff to assess program effectiveness, and other mechanisms. Reference how you maintain the quality of other programs within your agency and monitor their effectiveness.
13. Describe how the confidentiality of case files will be maintained within your agency, including both paper and electronic files. Describe how staff and volunteers will be made aware of confidentiality requirements regarding discussing case specifics with individuals involved in the case and with external entities.
14. Describe your agency's budget and funding streams and how Bernalillo CASA will be integrated into these. Describe your ability to fund the CASA program over the first three fiscal years of the contract period and detail plans to help to financially sustain and grow the CASA program.
15. Describe your agency's internal controls procedure. Internal controls procedures are methods such as reviews, checks and balances instituted by an organization to conduct its business in an orderly and efficient manner; safeguard its assets and resources, deter

and detect errors, fraud and theft, ensure accuracy and completeness of accounting data, produce reliable and timely financial and management information and ensure adherence to agency policies and plans.

16. Describe your reporting procedures and detail the information will you provide to the SJDC, DCEO/CEO regarding the effectiveness of your programs.

Response Deadline June 3, 2023 at 4:00 PM

Proposals must be received by the Procurement Manager by the above date and time to be accepted for review. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant unopened.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

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 Criteria.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with SJDC. The SJDC will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal which the 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. Confidential data is normally 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.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Manager 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 within ten (10) days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation

This procurement in no manner obligates the SJDC or any of its departments or agencies to the service offered until a valid written contract is approved by the SJDC.

9. Termination

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the SJDC determines such action to be in the best interest of the SJDC and the State of New Mexico.

10. Sufficient Appropriation

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 effected by sending written notice to the contractor. The SJDC decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

11. Agreement

The SJDC requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

12. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

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

14. Contract Terms and Conditions

The contract between the SJDC and the Contractor or Contractors will follow the format specified by the SJDC. Should an Offeror object to any of the SJDC's terms and conditions, as contained in this Section then Offeror must propose specific alternative language that would be acceptable to the SJDC. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the SJDC and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. All contracts for professional services are subject to the review and approval by the SJDC.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the SJDC.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the SJDC and the selected Offerors and will not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

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.

18. Right to Waive

The Evaluation 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. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The SJDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Second Judicial District Court, representing the Contractor adequately.

20. Notice of Criminal Penalties

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

21. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and Contractors must secure from the SJDC written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or the subsequent contact. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the contract.

22. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the SJDC and the State of New Mexico.

23. Electronic mail address required

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.

PROCUREMENT MANAGER

1. SJDC has assigned a Procurement Manager who is responsible for the conduct of its procurement whose name, address, telephone number and e-mail address are listed below:

Dorella Molina
Procurement Manager
Bernalillo County Courthouse
400 Lomas Blvd. NW
Albuquerque, NM 87102
P.O. Box 488
Albuquerque, New Mexico 87103

Telephone: (505) 841-7467
Email: albddcm@nmcourts.gov

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Dorella Molina, Procurement Manager
Reference RFP Name: RFP # 2023-1
Address: 400 Lomas Blvd. NW
Albuquerque, NM 87102

P.O. Box 488
Albuquerque, New Mexico 87103

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

PROPOSAL FORMAT AND ORGANIZATION

1) Number of Responses

Offerors may submit more than one proposal. If submitting more than one proposal the offeror shall identify each proposal as distinct from any other submission.

2) Number of Copies

Offerors shall deliver four (4) identical copies of their proposal on or before the closing date and time for receipt of proposals. Since it may be necessary to reproduce the original proposal to provide sufficient copies for review purposes the proposal must be unbound with no staples. The proposal should not include anything that cannot be photocopied using automatic processors.

3) Proposal Format

In order to facilitate the analysis of responses to the RFP vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten on standard 8 ½ x11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

4) Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Evaluation Criteria
- e) Campaign Contribution Form
- f) Offeror's Additional Terms and Conditions (if any)
- g) Updated Resume
- h) Professional and Personal References
- i) Other Supporting Material

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. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

5) Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the RFP being responded to;
- b) identify the name and telephone number of the person responding to the RFP;
- c) explicitly indicate acceptance of the Conditions Governing the Procurement;
- d) acknowledge receipt of any and all amendments to this RFP; and
- e) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

6) Resume

Each proposal must include the most recent resume for each individual proposed for this contract.

7) Professional and Personal References

Each proposal must include two (2) professional reference letters and two (2) personal references for each individual proposed for this contract. Through the references provided, the Second Judicial District Court will evaluate the performance of and professionalism shown by the contractor for work performed for any of the courts or other state agencies in New Mexico.

8) Campaign Contribution Disclosure

Potential Offerors must submit with their response the “Campaign Contribution Disclosure Form” pursuant to NMSA 1978, § 13-1-191.1 (2007)

SEQUENCE OF EVENTS

Issuance of RFP	May 3, 2023
Deadline for Response	June 3, 2023 at 4:00 pm
Date of Evaluation	June 9, 2023
Contract Award	June 12, 2023
Protest Deadline	June 27, 2023

EVALUATION

Process

A representative of the SJDC will open the proposals immediately after the deadline and will record them in the proposal log. Proposals must be in hard copy paper form. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the SJDC and is final. The procurement manager may contact the Offeror for clarification.

An Evaluation Committee will perform the evaluation of proposals. The Evaluation Committee may use additional sources of information to complete an evaluation. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Proposals deemed to be responsive will be evaluated based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If Offerors are requested to submit best and final responses then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the SJDC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The SJDC will send an award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

Protest Deadline

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

Dorella Molina
Procurement Manager
Bernalillo County Courthouse
400 Lomas Blvd. NW
Albuquerque, NM 87102

P.O. Box 488
Albuquerque, New Mexico 87103

Telephone: (505) 841-7467
Email: albddcm@nmcourts.gov

Protests received after the deadline will not be accepted.

Criteria

The following criteria and potential points awarded are clarified as follows. A minimum of **60** points is required for any award and the total possible points equals **100**.

Demonstrated organizational ability, capacity and experience **Point Value 25**

Appropriateness and quality of proposed program **Point Value 20**

Quality, ability and history of employees **Point Value 15**

Reasonableness of cost **Point Value 15**

Proposed ability to provide and safeguard data of proposed program and its participants'. **Point Value 15**

Proposed ability to sustain the program for 5 or more years **Point Value 10**

LETTER OF TRANSMITTAL FORM

LETTER OF TRANSMITTAL

RFP:

APPLICANT:

ADDRESS:

TELEPHONE:

FAX:

E-MAIL:

PROPOSAL DATE:

PROPOSAL DEADLINE:

FEDERAL TAX NUMBER:

NM GROSS RECEIPTS TAX NUMBER:

ACCEPTANCE:

ACKNOWLEDGEMENTS:

TOTAL COST AND CERTIFICATION

\$ _____

The offerer understands that the Second Judicial District Court reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

(Signature)

(Date)

CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007) any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181 the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182 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.

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 response to a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a competitive proposal.

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

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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 BY PROSPECTIVE CONTRACTOR:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

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

Signature Date

Title (position)

— OR —

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

Signature Date

Title (Position)

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/>.

Signature of Offeror: _____ Date

Resident Veterans Preference Certification

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the Second Judicial District Court Fiscal Division declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the Second Judicial District Court Fiscal Services Division the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime." I declare under penalty of perjury that this statement is true to the best of my knowledge.

I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

Resident Vendor Certificate

Resident Vendor Certificate

Qualifying applicants should attach the relevant certificate and any other documentation as specified by the New Mexico Taxation and Revenue Department and NMSA 1978, § 13-1-21.

For more information, see: <https://www.tax.newmexico.gov/businesses/business-preference-certification/>.

Attachment 1: SAMPLE CONTRACT

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS AND
SECOND JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT – COURT APPOINTED SPECIAL ADVOCATE
PROGRAM

THIS AGREEMENT, entered into this 1st day of July, 2023, by and between the Second Judicial District Court, hereinafter referred to as the “Court”, the Administrative Office of the Courts, hereinafter referred to as "AOC", and X, hereinafter referred to as "Contractor" for the purpose of operating a Court Appointed Special Advocate program in the Second Judicial District Court (Bernalillo County).

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

EMAIL ADDRESS:

In consideration of their mutual promises, the parties agree that:

1. SCOPE OF WORK

- A. The CONTRACTOR shall coordinate and manage all aspects of the Court Appointed Special Advocate (CASA) Program according to National CASA Standards, including but not limited to:
1. Operate the program in accordance with Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1.
 2. Hire a director and staff the program to maintain an appropriate ratio between volunteers and staff.
 3. Recruit, screen, train, coordinate, supervise and, when appropriate, dismiss volunteers in accordance with New Mexico CASA guidelines.
 4. Assign a specific CASA volunteer (based on availability) to abuse and neglect cases referred to the CASA program by the Court.
 5. Educate the Court and other related or involved service agencies on the CASA program.
 6. Ensure that the CASA volunteer submit fact-based written reports for each case assigned by the Court including: information gathered, recommendations, and any other information requested by the Court, with deadlines specified by the Judge.
 7. Prepare and submit programmatic and financial reports required or requested by the Court, with deadlines specified by the Judge.
 8. Participate in resource development for the CASA program, including exploring and initiating fundraising activities.
 9. Facilitate and foster community awareness about the CASA program.

10. Cooperate with all court staff and officers of the Court and ensure the adequate performance of all CASA volunteers and staff assigned to cases.
11. Meet with the Court and the Statewide Organization on the periodic evaluation of the Program's effectiveness and operations.
12. Maintain complete, accurate records and data, keeping all records for a period of seven years. All materials that are older than seven years must be discarded by shredding.
13. Maintain the confidentiality of all families and children referred to the CASA program.
14. Submit a detailed statement of services rendered to the Court, the Statewide Organization, and the AOC in order to receive payment, including an enumerated list of cases handled.

B. CONTRACTOR shall cooperate with New Mexico Child Advocacy Networks (the state CASA organization, NMCAN) and the AOC by:

- a) Maintain good standing membership with the National CASA Association by adhering to National CASA Standards for local programs.
- b) Participate in the NMCAN Network facilitated by NMCAN.
- c) Adhere to guidelines established by the NMCAN Network.
- d) Submit a budget summary to for the term of this Agreement by July 15, 2018, indicating the planned use of funds and a staffing plan.
- e) Compile and submit accurate quarterly data reports to NMCAN. The data shall be submitted in a format provided by NMCAN by the fifth day of the month following the close of the quarter, or as otherwise requested.
- f) Participate in the NMCAN continuous quality improvement process (CQI), including working with NMCAN to follow up on identified issues or concerns.
- g) Participate in NMCAN training, networking events, calls, retreats, and other essential events.
- h) Provide the most recent IRS Form 990 and current financial statements:
 - Programs with annual revenues greater than \$500,000 shall provide an independent financial audit.
 - Programs with annual revenues less than \$500,000 shall provide internally prepared financial statements (balance sheet, statement of income, and statement of functional expenses) signed by the board president or treasurer signifying the statements are correct.

C. The COURT shall:

1. Appoint CASA programs and volunteers to the appropriate abuse and neglect cases.
2. Issue and provide court orders appointing and removing CASA programs and volunteers.
3. Swear in CASA volunteers.
4. Encourage and facilitate the cooperation of court staff and officers of the Court with CASA volunteers and program staff.
5. Be accessible to the CASA program staff and NMCAN on an as-needed basis to facilitate the smooth and effective operations of the CASA program.

6. Review and approve monthly billing submissions for quality control and adherence to contract.
7. Consult with the AOC and NMCAN on performance issues.

D. All services will be performed within New Mexico.

2. TERMINATION

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Court's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Court is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Court or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the Court or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Court; 2) comply with all directives issued by the Court in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC and the Court shall direct for the protection, preservation, retention or transfer of all property titled to the Court and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Court upon termination and shall be submitted to the Court as soon as practicable.

3. COMPENSATION

A. The Court shall pay to the Contractor in full payment for professional services satisfactorily performed **X dollars (\$XXX) at the rate of XXXX dollars (\$XXX) per month inclusive of gross receipts.**

The total amount payable to the Contractor under this Agreement, inclusive of gross receipts taxes, shall not exceed XXXX dollars, \$XXX. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Court when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

D. All payments made by the Court shall be by direct deposit. The Contractor shall complete and mail a W-9 form, checking the correct box for direct deposit payments, along with the signed contract.

4. TERM

THIS AGREEMENT runs from July 1, 2023 until June 30, 2024 unless terminated pursuant to Section 2 Termination, or Section 10, Appropriations.

5. RENEWAL OPTION

In accordance with Section 13-1-150, NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years except as set forth in Section 13-1-150, NMSA 1978.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Court and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Court.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the Court.

9. RECORDS AND AUDIT

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

10. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Court to the Contractor. The Court's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

If the Court proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

11. PENALTIES FOR VIOLATION OF LAW

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

12. RELEASE

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

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 Court.

14. PRODUCT OF SERVICE- COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico, and shall be delivered to the Court not later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. EQUAL OPPORTUNITY COMPLIANCE

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

18. NOTICE

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

To the Court:

email:

To the Contractor:

19. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Court, the AOC, and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Court and the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

20. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and other required signatures.

21. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees, all State and Federal Taxes. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so or all State and Federal Taxes, this Agreement may be terminated by the Court. The Contractor agrees to obtain and maintain liability insurance in the amount equal or greater than \$500,000.

22. SUBCONTRACTING

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

23. INVALID TERM OR CONDITION

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

24. ENFORCEMENT OF AGREEMENT

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

25. AUTHORITY

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

Signed by the parties on the dates indicated:

SECOND JUDICIAL DISTRICT COURT

Date: _____

Court Executive Officer

Date: _____

District Court Chief Judge

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS

Date: _____

Arthur W. Pepin, Director

CONTRACTOR

Date: _____

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax.

YES NO

New Mexico Tax I.D. #

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from the payment of the New Mexico gross receipts tax.

YES NO