

# Administrative Office of the Courts

Supreme Court of New Mexico



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**STATE OF NEW MEXICO**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR PROPOSALS FOR**

**A STATE ORGANIZATION TO OVERSEE THE COURT  
APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM**

**RFP NUMBER: CASA-Statewide 2020**

**(Commodity Code: 95223, Court Intervention Services)**

**DATE OF ISSUANCE: April 19, 2019**

**REQUEST FOR PROPOSALS FOR THE FOLLOWING:**

**A STATE ORGANIZATION TO OVERSEE THE COURT APPOINTED  
SPECIAL ADVOCATE (CASA) PROGRAM**

**Proposal Deadline: May 21, 2019 at 12:00 noon**

**The Procurement Code NMSA Sections 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 mission of the Court Appointed Special Advocate (CASA) is to support and promote court-appointed volunteer advocacy so that every abused or neglected child can be safe, establish permanence, and have the opportunity to thrive. Having a set of quality standards to measure a state organization's operations demonstrates that the organization: 1) respects and is committed to quality service to local programs; 2) utilizes established policies and procedures necessary for effective management; 3) manages its financial affairs prudently, is financially sound, and is committed to the principles of public disclosure; and 4) continually evaluates its services and operations.

The Administrative Office of the Courts (AOC) is seeking requests for proposals for an organization to oversee and coordinate with the local CASA providers statewide to ensure programs are adhering to policies and procedures, providing quality services, receiving education and training, and implementing continuous quality improvement procedures.

## SEQUENCE OF EVENTS

| Action  | Responsibility       | Date                              |
|---|----------------------|-----------------------------------|
| 1. Issue RFP  | AOC                  | April 19, 2019                    |
| 2. Acknowledgement of Receipt                         | Potential Offerors   | April 30, 2019                    |
| 3. Deadline to Submit Written Questions               | Potential Offerors   | May 2, 2019                       |
| 4. Response to Written Questions and RFP Amendments   | AOC                  | May 9, 2019                       |
| 5. Submission of Proposal                             | Offeror              | May 21, 2019                      |
| 6. Campaign Contribution Disclosure                   | Offeror              | May 21, 2019                      |
| 7. Evaluation of Proposals and Selection of Finalists | Evaluation Committee | May 28, 2019 through June 4, 2019 |
| 8. Notification of Finalists                          | AOC                  | June 6, 2019                      |
| 9. Best and Final Offer                               | Offeror              | June 10, 2019                     |
| 10. Finalize/Award Contract                           | AOC/Offeror          | June 17, 2019                     |
| 11. Protest Deadline                                  | Offeror              | June 24, 2019                     |

## PURPOSE OF REQUEST FOR PROPOSALS

### *Solicitation of Proposals*

This Request for Proposals (RFP) has been developed 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.

The contract will be for an initial one-year period with an option to renew each year after the first year for no more than three additional years at the discretion of the Administrative Office of the Courts (AOC). Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the contractor as determined by the AOC and upon sufficient funding.

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.

Before the award is made, the AOC may conduct discussion with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without discussions.

When it is in the best interest of the State of New Mexico, 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 AOC by sending written notice to the contractor. The decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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

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 AOC in coordination with the JDC 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 AOC extend the deadline.

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

### ***Acknowledgement of Receipt April 30, 2019 at 3:00 p.m.***

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt Form" (APPENDIX A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager on **April 30, 2019 by 3:00 p.m.**

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### ***Scope of Work***

The scope of this procurement includes professional services and related administrative tasks. The initial contract shall begin on or about July 1, 2019 and may extend through June 30, 2023. The AOC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

As part of the proposal, Offerors must submit a narrative project plan that addresses each the following items which provides an overview of the requirements for the state organization to oversee local CASA programs as well as to provide service to the district courts and stakeholders (including Court Improvement, Safe Exchange and Supervised Visitation, and Tribal-State).

### ***Mandatory Program Components are to partner with the AOC to:***

- a) Oversee the local CASA programs in accordance with Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1, and applicable federal and other state statutes, court rules, orders, or regulations.
- b) Have an executive director and staff for the state organization to commit to quality assurance which encourages and helps New Mexico local CASA programs to achieve their greatest potential and deliver high-quality advocacy on behalf of the children we serve while recognizing diversity and the need for flexibility in the quality assurance system. Include organizational chart and personnel policies and practices for paid personnel.
- c) If a non-profit organization, include board members names, experience, and responsibilities including:
  1. The conflict of interest policy
  2. The organization ensures that the board positions of chief executive officer, board chair and treasurer are not representative of local CASA programs.
  3. The organization prohibits employees, paid consultants, governing body and committee members from having direct or indirect financial interest in the assets, leases, business transactions or professional services of the organization
- d) Proposed strategy to identify where further oversight, development, training or technical assistance is needed to local CASA programs.
- e) A process for analyzing whether local CASA programs have established efficient, ethical, diversity, and effective governance and management policies and practices.
- f) Provide a 4-year detailed plan including timelines for the development of an annual training curriculum for executive directors, CASA staff, and volunteers include a proposed formatting for trainings (i.e. meetings, conferences, workgroups, etc.).

- g) Develop a 4-year detailed plan including timelines on how to provide services to local CASA programs including, but not limited to:
1. Providing timely technical assistance;
  2. Supporting short and long term program development;
  3. Opportunities for communication, networking, information sharing, and support for local CASA program staff;
  4. Disseminating current information regarding issues that affect local program work, federal or state legislation, policy changes, trends in child welfare, court improvements, and court decisions;
  5. Promoting awareness of local CASA programs work and the needs of children who are abused and neglected by providing information to targeted groups and to the public;
  6. Oversight of local program management, quality assurance and evaluation as well as method for reporting this information to the AOC with recommendations and process for implementation of changes or improvements.
- h) Provide advocacy and education to the Courts, the Children, Youth and Families Department, Legislature, and other stakeholders on the local CASA programs. Include how the state organization will provide an understanding and feedback mechanism of the purpose, function, and role with local CASA programs, stakeholders, and the community.
- i) Actively participate in meetings, conferences, workshops, and training as directed by the AOC.
- j) Draft correspondence or documents at the request of the Chief Justice, Justices of the Supreme Court, or the AOC.
- k) Offerors must agree to meet monthly and prepare detailed written status reports for submission to the AOC which may include statements of time spent on the project and descriptions of work performed at the request of the Court and/or the AOC. Written status reports will include at a minimum project progress, problems encountered with recommended solutions, and requested project plan adjustments for local CASA programs and the state organization.
- l) Develop a written strategic plan for 4-years that incorporates long and short-term goals necessary for fulfilling the state organization's mission and goals.
- m) Submit a site visit plan for 4-years in order to conduct a comprehensive evaluation of the local CASA programs effectiveness and adherence to National, State, and local standards, policies, and procedures. Include which stakeholders will be included in order to get feedback and input on progress of local programs as well as that of how the state organization is performing to meet the needs and goals of the CASA programs.
- n) Establish, provide, and maintain a system with written policies and procedures for collecting information and data necessary from local CASA programs to evaluate the organization's

effectiveness. Include how the information will be disseminated and how follow up will occur on concerns/issues.

- o) Receive and respond to complaints from clients, courts or other parties regarding volunteers or management. Please submit a detailed complaint process.
- p) Submit written policies and procedures regarding collection and analysis of data from local CASA programs and the state organization. Contract will require submission to the AOC of the following performance measures on a quarterly basis. Please Include training plan for the system to be used and the format in which the measures will be reported. Include how to establish uniformity and consistency related to the following performance measures:
  - 1. Number of children with CASA volunteers assigned
  - 2. Number of cases with CASA volunteers assigned
  - 3. Percentage of children in custody with a CASA volunteer assigned
  - 4. Number of active program volunteers
  - 5. Average number of children assigned per volunteer
  - 6. Number of volunteer hours provided
  - 7. Demographic data on volunteers and children served
  - 8. Other measures that will assist in improving and highlighting activities
- q) Cooperate with all court staff and officers of the Court to ensure the adequate performance of local CASA Programs.
- r) Submit a detailed 4-year written budget for services rendered and how funds will be disbursed, including staffing plan and how funds will be used for program purposes (i.e. fundraising efforts, grants, etc.). To properly evaluate each proposal, the RFP Evaluation Committee must have as much information as possible about the Offeror's proposal, including other potential revenue sources for the program. A detailed narrative should be used to justify *all* program costs by the categories of expense
- s) Provide a recommended statewide funding formula for all local programs and procedure(s) for adjusting funding
- t) Conduct programmatic audits, detailed procedures for doing so and corrective action plans.
- u) Partner with the Children's Court Improvement Commission, Court Improvement Project, Corinne Wolfe Center for Child and Family Justice on any trainings either as a trainer or trainee as requested by the AOC.

### ***Financial Requirements***

The selected offeror will be required to maintain all records (including source documentation) relating to services provided as evidence of costs incurred; it is the responsibility of the Contractor to assure that an accounting system is in existence which conforms to generally



accepted accounting principles; procedures must be established and supporting documentation maintained to substantiate costs.

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.

### ***Contract Amount***

The contract amount for services for one year shall not exceed the legislative appropriation. The appropriated funding beginning July 1, 2019 is up to one hundred thousand dollars (\$100,000).

The appropriated funds for each year thereafter will not be known until the March preceding the next Fiscal Year. Selected 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***

Offerors shall comply with all contracting and billing procedures of the AOC and State of New Mexico, including the submission of an accurate monthly summary of performance with each invoice. Offerors shall agree to submit monthly invoices to the AOC between the first and fifteenth day of the month following the month in which services were provided. However, the final invoice on this Agreement for services delivered in FY 20 must be submitted to the AOC *no later than* July 15, 2020. An invoice received after that date may not be paid. Payments shall be made by the AOC to the successful Offeror(s) within thirty days upon receipt of an accurate and complete invoice.

### ***Experience and References***

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications and other experience for each professional and support person proposed to work under the contract. Also, please describe any relationship(s) already established with the Court. In addition, three letters of reference from parties familiar with Offeror's related experience in the past *two* years shall be submitted with the response to the RFP. Resumes will need to be included.

### ***Response Deadline May 21, 2019 at 12:00 noon***

Proposals must be received by the AOC by the above date and time to be accepted for review. Proposals are to be submitted electronically. 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.

### ***Interaction with the AOC and the Court***

The AOC will assign a staff person, the Senior Statewide Program Manager, to work with the Offeror(s) to manage the contracts, its requirements and deliverables, including overseeing the

timeliness of the responses of the potential contractor(s) regarding insurance renewals, staff qualifications and training requirements, reports and data submission, and related activities detailed in the contract. Such management and oversight by the AOC, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the contract, or other requirements as requested by the Court and the AOC. Please describe the Offeror's plan for interaction with the AOC and the Court.

### ***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, or 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 the AOC. The AOC 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. Questions about the RFP:**

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by May 2, 2019 and should be sent via email to the AOC. All questions and responses must be made public to all offerors through [www.nmcourts.gov](http://www.nmcourts.gov).

#### **6. Response to Written Questions and RFP Amendments**

Written responses to written questions and any RFP amendments shall be posted through [www.nmcourts.gov](http://www.nmcourts.gov) by May 9, 2019.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

#### **6. 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. The personnel of the AOC will not merge, collate, or assemble proposal materials.

#### 7. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the NM Courts Website ([www.nmcourts.gov](http://www.nmcourts.gov)). If amendment content to RFP is needed that affect price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

#### 8. 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 AOC. The approval or denial or withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

#### 9. 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 AOC 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, 57-3-A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the AOC 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 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.

#### 10. No Obligation

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

#### 11. 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 AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

#### 12. 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 decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

### 13. Agreement

The AOC 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 AOC.

### 14. Governing Law

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

### 15. Basis for Proposal

Only information supplied by the AOC in writing through the AOC or in this RFP should be used as the basis for the preparation of offeror proposals.

### 16. Contract Terms and Conditions (see Sample Contract Appendix D)

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC. Should an offeror object to any of the terms and conditions of the AOC as contained in this Section, then the offeror must propose specific alternative language that would be acceptable to the AOC. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the AOC 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 AOC.

### 17. 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 AOC.

### 18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected offerors and will not be deemed an opportunity to amend the offerors proposal.

### 19. 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 Sections 13-1-83 and 13-1-85.

### 20. 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.

### 21. Change in Contractor Representatives

The AOC reserve the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

## 22. Notice of Criminal Penalties

The Procurement Code, NMSA 1978 Sections 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.

## 23. Right to Publish

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

## 24. Ownership of Proposals

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

## 25. Electronic Mail Address Required

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

## **CONTACT INFORMATION**

### Procurement Manager/Senior Statewide Program Manager's Contact Information:

Sarah Jacobs  
Administrative Office of the Courts  
237 Don Gaspar Room 25, Santa Fe, NM 87501

Phone (505) 827-4887  
Fax (505) 827-4824  
Email: [aocsej@nmcourts.gov](mailto:aocsej@nmcourts.gov)

### General Counsel's Contact Information:

Celina Jones  
Administrative Office of the Courts  
237 Don Gaspar Room 25  
Santa Fe, NM 87501

Phone (505) 827-4813  
Fax (505) 827-4824  
Email: [aoccaj@nmcourts.gov](mailto:aoccaj@nmcourts.gov)

## PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

Sarah Jacobs  
Administrative Office of the Courts  
237 Don Gaspar Room 25, Santa Fe, NM 87501

Phone (505) 827-4887  
Fax (505) 827-4824  
Email: aocsej@nmcourts.gov

Proposals can be in hard copy paper form, but are preferred in electronic format by email.

Proposals submitted by express mail shall be addressed to the address above.

## PROPOSAL FORMAT AND ORGANIZATION

### 1. Number of Responses

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

### 2. Proposal Submittal

Offerors shall email their proposal on or before the closing date and time for receipt of proposals.

### 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 8½" x 11" 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 (APPENDIX B)
- b) Table of Contents
- c) Proposal
- d) Response to Evaluation Criteria (1-Eligibility and Program Components; 2-Financial Requirements; 3-Experiences and References)
- e) Campaign Contribution Form (APPENDIX C)
- f) Offeror's Additional Terms and Conditions (if any)
- g) Resumes
- 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 (APPENDIX B)

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 submitting firm;
- c) identify the name and title of the person authorized by the firm to contractually obligate the firm;
- d) identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- e) identify the names, titles, and telephone numbers of the persons to be contacted for clarification;
- f) explicitly indicate acceptance of the Conditions Governing the Procurement;
- g) be signed by the person authorized to contractually obligate the firm;
- h) acknowledge receipt of any and all amendments to this RFP; and
- i) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

#### 6. Resumes

Each proposal must attach the most recent resumes of local CASA program staff, not volunteers.

#### 7. Professional and Personal References

Each proposal must provide two (2) professional reference letters and two (2) personal references. Through the references provided, the AOC in coordination with the JDC 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" (APPENDIX C) pursuant to NMSA 1978, Section 13-1-191.1 (2007).

## **EVALUATION**

### ***Process***

A representative of the AOC will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by offerors. Proposals must be in electronic format. 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 AOC in coordination with the JDC and is final. The AOC may contact the offeror for clarification. The Evaluation Committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the evaluation committee 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 AOC in coordination with the JDC 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 AOC in coordination with the JDC will send an email with the award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

1. Notification of Finalists

The Procurement Manager will notify the finalist Offerors on June 6, 2019. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Best and Final Offers from Finalists

Finalist Offerors *may* be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. All written responses must be received by AOC no later than 3:00 p.m. MDT on June 10, 2019.

3. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous on June 17, 2019. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or may not have received the most points in the evaluation process. The award is subject to the appropriate State approvals. Award of the contract(s) will not vest any Offeror(s) with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC, and the successful Offeror(s) has been finalized.

4. 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 at 9:00 a.m. MDT on June 24, 2019. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to



the Procurement Manager at the address as listed under Contact Information. Protests received after the deadline will not be accepted.

**Criteria**

**EVALUATION POINT TABLE:** The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

|      | <b>FACTOR</b>   | <b>POINTS</b> |
|------|---|---------------|
| I.   | <b><u>Program Quality</u></b>   | 40            |
|      | Points will be awarded in this evaluation category based upon the response to program components, specifications stated herein, the quality of the program proposed.  |               |
| II.  | <b><u>Program Budget</u></b>  | 10            |
|      | Points will be awarded in this evaluation category based upon the thoroughness of the proposed budget and administrative tasks required in the contract. <u>A detailed narrative must accompany the proposed budget.</u>  |               |
| III. | <b><u>Program and Staff Experience</u></b>  | 10            |
|      | Points will be awarded in this evaluation category based upon the Offeror’s documented experience on similar projects and engagements, including work with the referring Courts. Points will also be awarded in this evaluation category based upon an evaluation of each proposed staff person’s work history, experience, qualifications, as these items relate to the person’s role in the program and the needs of the contract, and recent letters of reference. |               |
| IV.  | <b><u>Completeness of proposal</u></b>  | 30            |
|      | Points for proposal presentation will be awarded based upon an evaluation of the Offeror’s meeting the requirements in this RFP for the proposal’s format, narrative description of the services to be provided, and the inclusion of all requested forms and materials.  |               |
| V.   | <b><u>References</u></b>  | 10            |
|      | Points will be awarded based upon an evaluation of the Offeror’s work for other or previous clients receiving similar services.   |               |
|      | <b><u>TOTAL POINTS</u></b>  | <u>100</u>    |

**APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM**

**REQUEST FOR PROPOSALS**

**STATE ORGANIZATION TO OVERSEE THE COURT APPOINTED SPECIAL ADVOCATE  
(CASA) PROGRAMS**

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with Attachments.

The acknowledgement of receipt should be signed and emailed to the AOC Procurement Manager no later than 3:00 p.m. MDT on April 30, 2019. Only potential Offerors who elect to return this form, which has been completed with the indicated intention of submitting a proposal, will receive copies of all Offeror written questions and the AOC’s written responses to those questions, as well as any RFP amendments that may be issued.

**ORGANIZATION:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

**Your firm does/does not (circle one) intend to respond to this Request for Proposal.**

Send Acknowledgement to:

Sarah Jacobs, Procurement Manager  
Administrative Office of the Courts  
237 Don Gaspar Room 25, Santa Fe, NM 87501

Phone (505) 827-4887  
Fax (505) 827-4824  
Email: aocsej@nmcourts.gov

**APPENDIX B: LETTER OF TRANSMITTAL**

**RFP NUMBER:** \_\_\_\_\_

**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 proposer understands that the AOC in coordination with the JDC 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

## APPENDIX C: 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)

## APPENDIX D: SAMPLE CONTRACT

### STATE OF NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS PROFESSIONAL SERVICES AGREEMENT – STATEWIDE COURT APPOINTED SPECIAL ADVOCATE MANAGEMENT PROGRAM

THIS AGREEMENT, entered into this \_\_\_\_\_, 2019, by and between the Administrative office of the Courts, hereinafter referred to as the "AOC to as "Contractor" for the purpose of operating a Court Appointed Special Advocate program in the State of New Mexico

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

EMAIL ADDRESS:

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

#### **1. SCOPE OF WORK**

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The Contractor shall perform the following work in support of local CASA programs in New Mexico:

##### **Partner with the Administrative Office of the Courts:**

- A. Strengthening CASA Advocacy
  - a) Conduct quality assurance assessments of local program, up to four of which may be in person.
  - b) Provide networking opportunities for cross-program learning.
  - c) Increase awareness of goals of CASA programs and the needs of children impacted by the foster care system.
- B. Partnerships
  - a) Maintain a relationship with the Administrative Office of the Courts to include quarterly updates about the needs of local CASA programs. Maintain relationships with other key stakeholders in child welfare including the Children, Youth and Families Department, and The Corinne Wolfe Center for Child and Family Justice.
- C. Training
  - a) Offer training opportunities for local programs, directors, and volunteers.
- D. Technical Assistance
  - a) Provide technical assistance as part of the local program quality assurance process, offering follow up and support to programs as needed and identified in FY 2017 quality assurance reports.
  - b) Serve as a resource to local programs, especially those experiencing organizational change or programmatic challenges.
- E. Administration
  - a) Submit quarterly data report to the AOC, in a streamlined format, that includes the following performance measures:
    - 1) Number of children with a CASA advocate assigned.

- 2) Number of cases with a CASA advocate assigned.
  - 3) Percentage of children in custody with a CASA advocate assigned, if the AOC provides the Contractor with accurate data on the number of children in care by county on September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020.
  - 4) Number of active program volunteer advocates.
  - 5) Number of volunteer advocate hours provided.
- b) Produce an annual report that documents the work of New Mexico CASA.
  - c) Ensure mechanisms are in place for local CASA programs to submit data, and provide training to programs on data reporting, as needed.
  - d) Assess data elements collected from local CASA programs and provide the AOC with recommendations on which data is most meaningful to collect moving forward.
  - e) Work with the local district courts to ensure quality assurance. Including but not limited to:
    - 1) Reviewing monthly invoicing
    - 2) Review documentation of services for compliance with national standards
    - 3) Review budget and staffing summaries for each local CASA program
- F. Services will be performed within the State of New Mexico.

## 2. **TERMINATION**

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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**

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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**

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THIS AGREEMENT runs from July 1, 2019 until June 30, 2020 unless terminated pursuant to Section 2 Termination, or Section 10, Appropriations.

**5. RENEWAL OPTION**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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:

STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS

\_\_\_\_\_  
Arthur W. Pepin, Director

Date: \_\_\_\_\_, 2019

CONTRACTOR

\_\_\_\_\_

Date: \_\_\_\_\_, 2019

**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