

# Administrative Office of the Courts

Supreme Court of New Mexico

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Santa Fe, New Mexico 87501  
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[www.nmcourts.gov](http://www.nmcourts.gov)



**STATE OF NEW MEXICO**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR PROPOSALS FOR**

**SOCIAL WORK SERVICES AS A PART OF THE**

**LEGAL TEAM FOR THE NEW MEXICO FAMILY**

**ADVOCACY PROGRAM**

**RFP NUMBER: SOCIAL WORK SERVICES – FISCAL YEAR 2020**

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

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

**REQUEST FOR PROPOSALS FOR THE FOLLOWING:**

**SOCIAL WORK SERVICES AS PART OF LEGAL TEAM  
WITH THE NEW MEXICO FAMILY ADVOCACY PROGRAM**

**Proposal Deadline: May 21, 2019**

**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.**

## TABLE OF CONTENTS

BACKGROUND INFORMATION	4
SEQUENCE OF EVENTS	4
PURPOSE OF REQUEST FOR PROPOSALS	5
Solicitation of Proposals	5
Acknowledgement of Receipt April 30, 2019 at 3:00 p.m.	6
Scope of Work	6
Mandatory Components:	6
Contract Amount	8
Compensation	8
Experience and References	8
Response Deadline May 21, 2019 at 12:00 noon	8
Interaction with the AOC and the Court	8
Basic Requirements and Conditions	9
CONTACT INFORMATION	12
PROPOSAL SUBMISSIONS	13
PROPOSAL FORMAT AND ORGANIZATION	13
EVALUATION	15
Process	15
Criteria	16
APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM	18
APPENDIX B: LETTER OF TRANSMITTAL	19
APPENDIX C: CAMPAIGN CONTRIBUTION FORM	20
APPENDIX D: SAMPLE CONTRACT 23	

## BACKGROUND INFORMATION

In September of 2018 the Judiciary of New Mexico was awarded a federal grant through the United States Health and Human Services Department, Children’s Bureau for improving child welfare systems through social work practice. This award is titled “Strengthening New Mexico’s Child Welfare System Through Interdisciplinary Practice” Grant Award No. 90CO1136-01-00 and will run from 2018 through 2023. New Mexico’s interdisciplinary practice is known as the Family Advocacy Program. The program components are a parents/respondent attorney, a licensed social worker and a parent/peer mentor for cases alleging abuse or neglect. The program began in 2013 in Sandoval County and through the Grant is being expanded to Valencia and Bernalillo Counties.

The Administrative Office of the Courts (AOC) is seeking requests for proposals from licensed master social workers to provide clinical case management services to be provided alongside legal services to parent(s) who are parties to abuse and neglect cases filed in Bernalillo, Valencia and Sandoval Counties.

## 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
10. Finalize/Award Contract	AOC/Offeror	June 17, 2019

11. Protest Deadline	Offeror	June 24, 2019
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## 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 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 email, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt Form" (APPENDIX A) to be 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 section that describes experience working with at risk and underserved populations and relevant work with substance abuse and mental health issues involving adults. Additionally, Offerors must also submit a written section that addresses each the following items which provides an overview of the social work services that are to be provided.

***Mandatory Service Components:***

- a) Hold a master level social work degree and be licensed in the state of New Mexico effective July 1, 2019.
- b) Provide social work case management services for parent(s) who are parties to abuse and neglect cases.
- c) Provide the social work case management services as a part of the legal team, comprised of a parents court appointed attorney, social worker and a parent/peer mentor.
- d) Ability to help parents identify ways to improve their parenting, address substance abuse and mental issues implicated in the causes and conditions that brought the child(ren) into foster care.
- e) Consult with lead social workers and social work consultant as a part of the Family Advocacy Program and also work independently.

- f) Abide by the rules of confidentiality as set out in the New Mexico Children's Code NMSA 1978 Section 32A-1-33, the oath of confidentiality administered by the Children's Court, and the National Association of Social Workers Code of Ethics.
- g) Upon case assignment meet with and interview client parent in consultation with the parent's court appointed attorney.
- h) Work with the client, in consultation with the court appointed attorney to identify needs, strengths and create goals for reunification with their children.
- i) Attend court hearings as appropriate with the client and court appointed counsel.
- j) Maintain a caseload of 15-25 parents.
- k) Meet and collaborate with service providers as appropriate and necessary on behalf of the client parent.
- l) Attend meetings as requested and allowed by law with the client and the Children, Youth and Families Department.
- m) Meet with the Family Advocacy Program manager, project director, independent evaluators, judges, attorneys, and others as requested by the AOC and in order to achieve any federal grant deliverables.
- n) Ensure that services provided are efficient and ethical.
- o) Be available for parent clients via telephone or cellular telephone, email, text message and in person meetings in a variety of locations and times throughout the week.
- p) Provide documentation of and maintain professional liability insurance.
- q) Provide documentation of minimum motor vehicle insurance to ensure coverage when transporting clients as needed.
- r) Provide case transfer information as needed and requested by the local district court, program staff or the AOC.
- s) Demonstrate cultural competency and plan for receiving continuing education and training regarding cultural competency.
- t) Actively participate in meetings, conferences, workshops, and training as directed by the AOC.
- u) Collect information and data as appropriate and directed by the National Center for State Courts for purposes of the independent Grant evaluation
- v) If available, utilize the case management system that is or may be funded by the Grant.
- w) Submit written status reports for submission to the AOC which may include statements of time spent with clients and descriptions of work performed at the request of the Court,

court appointed attorney, parent mentor and/or the AOC. Written status reports of problems encountered as part of the social work practice with recommended solutions.

- x) Proposals must indicate the counties in which the applicant is able to take assignment.

### ***Contract Amount***

The contract amount for services for one year shall not exceed the federal grant appropriation and shall be \$75,000 for fiscal year 20 beginning July 1, 2019 and ending June 30, 2020. 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 2020 must be submitted no later than July 15, 2020, invoices submitted after July 15, 2020 will 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 experiences related to child welfare. Also, please describe any relationship(s) already established with the court appointed attorneys, the courts, or the Children, Youth and Families Department. In addition, one letter of reference from a party familiar with offeror's related experience in the past *two* years shall be submitted with the response to the RFP. A resume must also 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 and the program manager, to work with the Offeror(s) to manage the contract, its requirements and deliverables. 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 AOC and the Children's Bureau.

### ***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 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](mailto: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 if submitting a physical copy must be 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, References and Resume)
- e) Campaign Contribution Form (APPENDIX C)
- f) Offeror's Additional Terms and Conditions (if any)
- h) 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 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 individual;
- 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 the offeror.

7. 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 Core Team of the Grant 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 Core Team of the Grant 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 Core Team will also be requesting interviews of all finalists and may result in two interviews maximum.

The AOC in coordination with the Core Team of the Grant 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.

Factor	Score/Points Available	Rationale for Score
1. Applicant's experience working with the New Mexico Family Advocacy Program or the Family Support Services Program	_____/10	

2. Applicant's experience working with mental health and or substance abuse issues with adults	_____/10	
3. Applicant's experience working with social services organizations/agencies and other service providers	_____/10	
4. Applicant's experience working with underserved and at risk populations	_____/10	
5. Applicant's ability to consult with lead social workers, other social workers, and ability to work independently.	_____/10	
6. Applicant's ability to work collaboratively with client's attorney	_____/10	
7. Applicant's demonstrated cultural competence.	_____/20	
8. Applicant's ability to follow instructions and provide information as required by the RFP.	_____/20	

## 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 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)

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Signature

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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.

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Signature

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Date

---

Title (position)

## APPENDIX D: SAMPLE CONTRACT

Contract No. \_\_\_\_\_

**STATE OF NEW MEXICO**  
**PROFESSIONAL SERVICES CONTRACT SOCIAL WORK**  
**CHILDREN'S COURT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of July 2019, by and between the State of New Mexico, Administrative Office of the Courts, hereinafter referred to as the AOC, and \_\_\_\_\_, hereinafter referred to as the Contractor for the purpose of providing social work case management for abuse and neglect cases assigned under the Family Advocacy Program through the Strengthening New Mexico's Child Welfare Systems Through Interdisciplinary Practice federal grant.

Address of Contractor:  
Phone Number of Contractor:  
E-mail Address:  
DFA Vendor #:

### **IT IS AGREED AS FOLLOWS:**

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

This Contract applies to the Strengthening Child Welfare Systems to Achieve Expected Child and Family Outcomes Grant (the "Grant") which was awarded to the Judiciary of New Mexico in September of 2018 and any amendments made to the implementation plan or proposal during the period of this Contract that are required or approved by Children's Bureau through the Administration for Children and Families, U.S. Department of Health and Human Services. The Grant is a cooperative agreement between the Judiciary of New Mexico and the Children's Bureau.

A. The Contractor shall provide social work case management for existing and new abuse/neglect cases for the Family Advocacy Program in the Second Judicial District Children's Court in Bernalillo County.

B. The Contractor shall abide by the rules of confidentiality as set out in the Children's Code NMSA § 32A-1-33 and in the Oath of Confidentiality administered by the Children's Court.

C. The Contractor shall competently complete work in compliance with the structure set out by the Family Advocacy Program and Grant deliverables including, but not limited to:

1. meet with and interview the client in consultation with court appointed attorney;
2. communicate with the court appointed attorney and, as appropriate, with the Children, Youth and Families Department;
3. work with the client, in consultation with the attorney and peer/parent mentor, to identify needs, strengths and create goals for reunification with their children;
4. Attend court hearings as appropriate with the client and counsel;
5. Meet with service providers as appropriate and necessary on behalf of the client;
6. Collect statistical and demographic data on the program for the purpose of providing program performance measures;
7. Collaborate with service providers and agencies for client services; and
8. Transport clients as needed and carry minimum motor vehicle insurance.

D. The Contractor agrees to meet, upon request, with the Grant program director, program manager, steering committee or its subcommittees, the Children's Court Improvement Commission, Children's Bureau representatives, any technical assistance providers, independent evaluators, judge, court executive officer, or representative of the AOC to discuss any aspect under this Agreement and/or any Grant deliverables.

E. The Contractor agrees to provide case transfer information, as needed.

F. All information regarding a client and his or her case is property of the Court and must be relinquished at the time of file transfer.

G. The Contractor also agrees to work with AOC program staff in the development of the implementation plan and provide feedback as requested.

H. The Contractor also agrees to carry professional liability insurance and provide documentation of such to the AOC Grant program director.

## **2. COMPENSATION**

A. Compensation for the Contractor's service shall be paid exclusively from funds appropriated to the AOC. Payments pursuant to this Agreement shall provide compensation for all service performed herein. The Contractor shall receive no other compensation from the State for services performed pursuant to this Agreement.

B. The Court shall pay to the Contractor **XXXXXX** for services satisfactorily performed, inclusive of gross receipts taxes. Payment shall be made in **twelve** equal monthly payments in the amount of **XXXXXXXXX**. Contractor is responsible for payment of all local, state, and federal taxes as due.

C. Invoices shall be submitted to the Grant Program Director, Administrative Office of the Courts, 237 Don Gaspar, Room 25, Santa Fe, New Mexico 87501, within ten (10) business days after the end of the month. Each invoice must be submitted with an original signature. Faxed and/or scanned signatures are not acceptable and will result in a delay in payment.

D. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices must be received by the AOC no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

E. Upon acceptance that the services have been received and accepted, payment shall be tendered to the Contractor, within thirty (30) days of the date the invoice is received by the AOC. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. If the AOC finds that the services are not acceptable, 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.

### **3. TERM**

This Agreement shall not become effective until approved by the Administrative Office of the Courts. The term of this agreement shall begin July 1, 2019 and shall terminate June 30, 2020, unless sooner terminated.

### **4. TERMINATION**

A. This Agreement shall terminate at the end of the contract term. This Agreement may be sooner terminated without cause by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination, or pursuant to paragraph 9, *infra*. By such termination, neither party shall nullify obligations already incurred. If the effective date of the termination occurs prior to the end of the month, the Contractor shall be paid a pro-rated portion of the month specified in paragraph 2(B).

B. Default by either party is cause for termination, provided that written notice is given the other party at least 14 days before such termination shall occur. Default is construed to include any of the following events:

1. if the Contractor fails to provide the services set forth herein; or
2. if either party fails to comply with the terms of the Agreement.

### **5. STATUS OF CONTRACTOR**

A. The Contractor and the Contractor's agents and employees are independent contractors

performing professional services and are not employees of the State of New Mexico and shall not accrue leave, retirement, insurance, bonding, use of state vehicle, or receive benefits afforded to the 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 to any obligations not assumed herein by the State of New Mexico, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.

B. The Contractor shall avoid employment that would be in conflict with the Contractor's duties under this agreement or give the appearance of impropriety.

**6. 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 prior written approval of the AOC.

**7. SUBCONTRACTING/DELEGATION**

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

**8. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations for expenditures being made by the Health and Human Services Department through the Administration for Children and Families and the Children's Bureau pursuant to the Strengthening Child Welfare Systems to Achieve Expected Child and Family Outcomes Grant and for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the Contractor's receipt of written notice of termination from the AOC. The AOC's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the Contractor and shall be final. If the AOC 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. The Contractor's obligations upon termination are defined in Paragraph 4 of this Agreement.

**9. RELEASE**

The Contractor, upon final payment of the amount due under this Agreement, releases the AOC, its officers and employees, and the State of New Mexico from all liability, claims, and obligations arising from or under this Agreement.

**10. 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 AOC. This provision shall extend indefinitely beyond the terms of this Agreement.

**11. PRODUCT OF SERVICES: COPYRIGHT**

All material developed specifically by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC not later than the termination date of this Agreement. No such material developed, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright by or on behalf of the Contractor.

**12. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

The Contractor warrants that the Contractor presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this 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.

**13. EQUAL EMPLOYMENT OPPORTUNITY: COMPLIANCE**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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.

**14. PENALITIES FOR VIOLATION OF LAW**

The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**15. 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 are merged into this written Agreement. No prior agreement of understanding,

verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

**16. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties to the Agreement and all other required signatories. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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.

**17. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. WORKER'S COMPENSATION**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

**19. INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless 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, if acting within the scope of their employment and 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 AOC and the Risk Management Division of the New Mexico General Services Department by certified mail. As an independent contractor, Contractor is not covered by or entitled to representation by the Risk Management Division of the New Mexico General Services Department.

**20. 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.

**21. 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.

**22. NOTICES**

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:                   HHS Grant Program Director  
  Administrative Office of the Courts  
  237 Don Gaspar Ave, Rm 25  
  Santa Fe, NM 88501

To the Contractor:

**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.

**23. EFFECTIVE DATE**

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

Signed by the parties on the dates indicated:

**Administrative Office of the Courts**

BY: \_\_\_\_\_  
Arthur Pepin, Director

**Contractor**

BY: \_\_\_\_\_

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

New Mexico Tax ID Number: XXXXXXXXXXXXX

BY: \_\_\_\_\_

Taxation and Revenue Department

Date \_\_\_\_\_