

Administrative Office of the Courts

Supreme Court of New Mexico



STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
REQUEST FOR PROPOSALS FOR
COURT APPOINTED SPECIAL ADVOCATE (CASA)
SERVICES PROVIDERS

DATE OF ISSUANCE: April 13, 2021

**REQUEST FOR PROPOSALS FOR THE FOLLOWING
COURT APPOINTED SPECIAL ADVOCATE SERVICES AT:**

Otero County and Lincoln County (12th Judicial District)
Cibola County (13th Judicial District)

Proposal Deadline: May 11, 2021 at 3:00 p.m. MDT

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 Administrative Office of the Courts (AOC) in coordination with the 12th and 13th Judicial District Courts (JDC) is seeking requests for proposals for providers to lead their respective County CASA programs in Otero and Lincoln County (12th JDC) and Cibola County (13th JDC). The mission of Court Appointed Special Advocate (CASA) programs in New Mexico is to support and promote effective court-appointed volunteer advocacy so that every abused or neglected child in New Mexico can be safe, establish permanence and have the opportunity to thrive. The goal of this CASA program is ultimately to provide a high-quality court-appointed volunteer advocate for every child welfare case.

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.

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 in coordination with JDC 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 affected by the AOC in coordination with the JDC by sending written notice to the contractor. The decision of the AOC in coordination with the JDC 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 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 in coordination with the JDC 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 23, 2021 at 3:00 p.m.

Potential Offerors should email the Acknowledgement of Receipt Form (Appendix A) to be placed on the procurement distribution list. The form should be signed and dated by an authorized representative of the organization.

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.

SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issue RFP	AOC	April 13, 2021
2. Acknowledgement of Receipt	Potential Offerors	April 23, 2021
3. Deadline to Submit Written Questions	Potential Offerors	April 26, 2021
4. Response to Written Questions and RFP Amendments	AOC	April 28, 2021
5. Submission of Proposal	Offeror	May 11, 2021
6. Campaign Contribution Disclosure	Offeror	May 11, 2021
7. Evaluation of Proposals and Selection of Finalists	Evaluation Committee	May 18, 2021
8. Notification of Finalists	AOC	May 20, 2021
9. Best and Final Offers from Finalist, if requested	Offeror(s)	May 24, 2021
10. Finalize/Award Contract	AOC/Offeror	May 27, 2021
11. Protest Deadline	Offeror	June 11, 2021

SCOPE OF WORK

The following is an overview of the requirements for the AOC in coordination with the 12th and 13th JDC, CASA Program Offerors.

1. Program Components

- a) Operate in accordance with Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1.
- b) Hire a director and staff the program to maintain an appropriate ratio between volunteers and staff.
- c) Recruit, screen, train, coordinate, supervise and, when appropriate, dismiss volunteers in accordance with New Mexico CASA guidelines.
- d) Assign a specific CASA volunteer (based on availability) to abuse and neglect cases referred to the CASA program by the Court.
- e) Educate the Court and other related or involved service agencies on the CASA program.
- f) Ensure that the CASA volunteer submit fact-based written reports for each case assigned by the Court including information gathered, recommendations, and any other information requested by the Court, with deadlines specified by the Judge.
- g) Prepare and submit programmatic and financial reports required or requested by the Court.
- h) Participate in resource development for the CASA program, including exploring and initiating fundraising activities.
- i) Facilitate and foster community awareness.
- j) Cooperate with all court staff and officers of the Court and ensure the adequate performance of all CASA volunteers and staff assigned to cases.
- k) Meet with the Court, AOC, or Statewide Organization on the periodic evaluation of the Program's effectiveness and operations.
- l) Maintain complete, accurate records and data, keeping all records for a period of seven years. All materials that are older than seven years must be discarded by shredding.
- m) Maintain the confidentiality of all families and children referred to the CASA program.
- n) Submit a detailed statement of services rendered in order to receive payment, including an enumerated list of cases handled.
- o) Engage volunteers that reflect the diversity of the XXX County community.
- p) Adhere to standards established by the Administrative Office of the Courts and submit quality and compliance reports.
- q) Submit a budget summary for the term of this Agreement by July 15, 2021, indicating the planned use of funds and a staffing plan as to positions and salaries.
- r) Compile and submit accurate quarterly data reports to AOC designee. The data shall be submitted in a format provided, by the fifth day of the month following the close of the quarter, or as otherwise requested.
- s) Participate in any local program assessments as directed by the Administrative Office of the Courts and its contractors(s)
- t) Participate in training, networking events, calls, retreats, and other essential events as directed by the Administrative Office of the Courts or AOC designee.

2. 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.

3. Contract Amount

The contract amount for services for one year shall not exceed the legislative appropriation. The appropriated funding for Fiscal Year 2022 is the following:

Otero and Lincoln County	\$90,806
Cibola County	\$40,000

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.

4. Compensation

Payment will be made monthly upon receipt of a detailed statement (invoice) of services rendered, following the Guidelines of the AOC in coordination with the JDC. Invoices must be submitted to the court no later than two weeks after the month’s end. Payments will be paid fee for services.

5. Experience and References

The offeror shall detail its experience and shall provide a list of the most recent volunteers in its organization. The offeror (organization) must provide two (2) professional reference letters and two (2) personal references.

Submission Deadline May 11, 2021 at 3:00 p.m. MDT

Proposals must be received by the AOC in coordination with the JDC by the above date and time to be accepted for review. Proposals are preferred 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.

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 in coordination with the JDC. The AOC in coordination with the JDC 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 April 26, 2021 and should be sent via email to the AOC in coordination with the JDC. All questions and responses must be made public to all offerors.

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 in coordination with the JDC 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). 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 in coordination with the JDC. 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 in coordination with the JDC 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 in coordination with the JDC 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 in coordination with the JDC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC in coordination with the JDC.

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 in coordination with the JDC determines such action to be in the best interest of the AOC in coordination with the JDC 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 affected by sending written notice to the contractor. The decision of the AOC in coordination with the JDC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Agreement

The AOC in coordination with the JDC 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 coordination with the JDC 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

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

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 in coordination with the JDC.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC in coordination with the JDC 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 in coordination with the JDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC in coordination with the JDC, 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 kickbacks.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC in coordination with the JDC 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:

JoAnna Jimenez

Administrative Office of the Courts

237 Don Gaspar Room 25

Santa Fe, NM 87501

Telephone (505) 490-3324

Email: aocjmj@nmcourts.gov.

PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

JoAnna Jimenez

Administrative Office of the Courts,

Email: aocjmj@nmcourts.gov

PROPOSAL FORMAT AND ORGANIZATION

A. 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.

B. Proposal Submittal

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

C. 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 and submitted via email as a PDF with standard 8.5 x 11 pages.

D. 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:

1. Letter of Transmittal (Appendix B)
2. Table of Contents
3. Proposal
4. Response to Evaluation Criteria
 - a. Eligibility and Program Components;
 - b. Financial Requirements;
 - c. Experiences and References

5. Campaign Contribution Form
6. Offeror's Additional Terms and Conditions (if any)
7. Resumes
8. Professional and Personal References
9. 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.

E. Letter of Transmittal

Each proposal must be accompanied by a Letter of Transmittal (Appendix B). The Letter of Transmittal MUST:

1. identify the RFP being responded to;
2. identify the submitting firm;
3. identify the name and title of the person authorized by the firm to contractually obligate the firm;
4. identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the firm;
5. identify the names, titles, and telephone numbers of the persons to be contacted for clarification;
6. explicitly indicate acceptance of the Conditions Governing the Procurement;
7. be signed by the person authorized to contractually obligate the firm;
8. acknowledge receipt of any and all amendments to this RFP; and
9. include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

F. Resumes

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

G. 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.

H. Campaign Contribution Disclosure

Potential offerors must submit with their response the "Campaign Contribution Disclosure Form" 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.

1. Notification of Finalists

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.

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 May 24, 2021.

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 May 27, 2021. 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 3:00 pm MDT on June 11, 2021. 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 emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Kristen Frueh Leyba, Protest Manager

Administrative Office of the Courts

aockrf@nmcourts.gov

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	Points Available	Rationale for Score
Eligibility and Program Components	45	
Experience and References	30	
Financial Requirements	15	
Presentation	10	
TOTAL POINTS	100	

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS COURT APPOINTED SPECIAL ADVOCATE PROGRAM

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he/they 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 12:00 p.m. MDT on April 23, 2021. 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:

JoAnna Jimenez, Procurement Manager
Administrative Office of the Courts
Email: aocjnj@nmcourts.gov

APPENDIX B: LETTER OF TRANSMITTAL

RFP: _____

APPLICANT: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PROPOSAL DATE: _____

PROPOSAL DEADLINE: _____

FEDERAL TAX NUMBER: _____

NM GROSS RECEIPTS TAX NUMBER: _____

ACCEPTANCE OF PROCUREMENT TERMS: _____

ACKNOWLEDGEMENT OF ANY AMENDMENTS TO RFP: _____

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.

APPENDIX D: SAMPLE CONTRACT

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS AND
X JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT
COURT APPOINTED SPECIAL ADVOCATE PROGRAM (CASA)**

THIS AGREEMENT, entered into this 1st day of July, 2021, by and between the X Judicial District Court, hereinafter referred to as the “Court”, the Administrative Office of the Courts, hereinafter referred to as “AOC”, and X, hereinafter referred to as "Contractor" for the purpose of operating a Court Appointed Special Advocate program in the X Judicial District Court (X County).

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

EMAIL ADDRESS:

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

1. SCOPE OF WORK

CONTRACTOR shall coordinate and manage all aspects of the CASA Program, including but not limited to:

1. Operate the program in accordance with Rule 10-164 NMRA and NMSA 1978, Section 32A-18-1.
2. Hire a director and staff the program to maintain an appropriate ratio between volunteers and staff.
3. Recruit, screen, train, coordinate, supervise and, when appropriate, dismiss volunteers in accordance with Rule 10-164 NMRA
4. Assign a specific CASA volunteer (based on availability) to abuse and neglect cases referred to the CASA program by the Court.
5. Engage volunteers that reflect the diversity of the XXX County community.
6. Educate the Court and other related or involved service agencies on the CASA program.
7. Ensure that the CASA volunteer submit fact-based written reports for each case assigned by the Court including information gathered, recommendations, and any other information requested by the Court, with deadlines specified by the Judge.
8. Prepare and submit programmatic and financial reports required or requested by the Court, and the AOC.
9. Participate in resource development for the CASA program, including exploring and initiating fundraising activities.
10. Facilitate and foster community awareness.

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

CONTRACTOR shall cooperate with the Administrative Office of the Courts (AOC). The Administrative Office of the Courts may contract with an entity(s) ("AOC court") to assist in managing and monitoring performance under this contract. The CONTRACTOR shall:

1. Adhere to standards established by the Administrative Office of the Courts and submit quality and compliance reports.
2. Submit a budget summary for the term of this Agreement by July 15, 2021, indicating the planned use of funds and a staffing plan.
3. Compile and submit accurate quarterly data reports to an AOC designee. The data shall be submitted in a format provided by the fifth day of the month following the close of the quarter, or as otherwise requested.
4. Participate in any local program assessments as directed by the Administrative Office of the Courts and its contractors(s)
5. Participate in training, networking events, calls, retreats, and other essential events as directed by the Administrative Office of the Courts or AOC designee.
6. Provide the most recent IRS Form 990 and current financial statements:
 - a. Programs with annual revenues greater than \$500,000 shall provide an independent financial audit.
 - b. 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.

The XXX Judicial District Court shall:

1. Appoint CASA programs and volunteers to the appropriate abuse and neglect cases.
2. Issue and provide court orders appointing and removing CASA programs and volunteers.
3. Swear in CASA volunteers.
4. Encourage and facilitate the cooperation of court staff and officers of the Court with CASA volunteers and program staff.
5. Be accessible to the CASA program staff on an as-needed basis to facilitate the smooth and effective operations of the CASA program.
6. Review and approve monthly billing submissions for quality control and adherence to contract.
7. Consult with the Administrative Office of the Courts and collaborators on performance issues.

All Services shall be performed within New Mexico.

2. TERMINATION

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Court's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC 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 AOC 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 AOC 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 AOC; 2) comply with all directives issued by the AOC 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 AOC upon termination and shall be submitted to the Court as soon as practicable.

3. COMPENSATION

A. The Court shall pay to the Contractor in full payment for professional services satisfactorily performed \$\$\$XXXXX at the rate of \$\$\$YYYYY per month inclusive of gross receipts. The total amount payable to the Contractor under this Agreement, inclusive of gross receipts taxes, shall not exceed \$\$\$ZZZZZ, inclusive of gross receipts taxes. 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: **INSERT Court Address**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the Court and an Administrative Office of the Courts designee. If the Court or an Administrative Office of the Courts 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 and an Administrative Office of the Courts that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. However, neither the Court nor the Administrative Office of the Courts shall incur late charges, interest, nor 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 the attached W-9 form, checking the correct box for direct deposit payments, along with the signed contract.

E. If additional funds become available during the fiscal year, this contract may be increased by up to \$5,000, and those funds will be used for professional services, travel to AOC-approved training and program evaluation meetings, and one-time program expenditures, as approved by the AOC. The AOC will send a letter to the contractor stating the increased amount and the purpose for which the funds shall be used.

4. TERM

THIS AGREEMENT runs from July 1, 2021 until June 30, 2022 unless terminated pursuant to Section 2 Termination, or Section 10, Appropriations.

5. RENEWAL OPTION

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

6. STATUS OF CONTRACTOR

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

7. ASSIGNMENT

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

8. SUBCONTRACTING

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

9. RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3)

years from the date of final payment under this Agreement. The records shall be subject to inspection by the Court and the AOC, the Department of Finance and Administration and the State Auditor. The Court and the AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Court to recover excessive or illegal payments.

10. APPROPRIATIONS

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

11. PENALTIES FOR VIOLATION OF LAW

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

12. RELEASE

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

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

14. PRODUCT OF SERVICE- COPYRIGHT

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

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been

merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. EQUAL OPPORTUNITY COMPLIANCE

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

18. NOTICE

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

19. INDEMNIFICATION

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

20. AMENDMENT

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

21. WORKERS' COMPENSATION

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

The Contractor agrees to obtain and maintain liability insurance in the amount equal or greater than \$500,000.

22. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Court. No such subcontract shall relieve the primary Contractor from its

obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

23. INVALID TERM OR CONDITION

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

24. ENFORCEMENT OF AGREEMENT

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

25. AUTHORITY

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

Signed by the parties on the dates indicated: X JUDICIAL DISTRICT COURT

Court Executive Officer

Date:

District Court Chief Judge

Date:

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS

Arthur W. Pepin, Director

Date:

CONTRACTOR

Date:

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Yes No

New Mexico Tax I.D. #

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from the payment of the New Mexico gross receipts tax. Yes No

APPENDIX E: INVOICE TEMPLATE

DATE:

TO:

COURT ADDRESS:

NM TAX ID#

CONTRACT #

This is a request for the first disbursement (July 2021) of \$XX,XXX from the DISTRICT COURT NAME to PROVIDER NAME for FY22. This disbursement is for services rendered in the scope of work for Contract # XXX for billing period XXXX.

List or attach enumerated list of cases handled for the month.

Sincerely,

NAME

TITLE