



**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS**

REQUEST FOR PROPOSALS (RFP)

STATEWIDE JURY MANAGEMENT SYSTEM (JMS)

ISSUED: APRIL 5, 2021

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

Table of Contents

I.	INTRODUCTION	4
A.	PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B.	BACKGROUND	4
C.	SUMMARY SCOPE OF THIS REQUEST FOR PROPOSAL	5
D.	PROJECT OBJECTIVES	6
E.	SYSTEM FUNCTIONS	6
1.	Master Juror Database	6
2.	Create Master Pool	7
3.	Juror Qualification	7
4.	Jury Management	8
5.	Jury Selection/ <i>Voir Dire</i>	9
6.	Case Management	9
7.	Trial Completion	10
8.	Payment of Jurors	10
9.	Reporting	10
10.	Security	12
F.	TECHNICAL REQUIREMENTS	12
G.	PROCUREMENT MANAGER	13
H.	PROPOSAL DELIVERY	13
I.	DEFINITION OF TERMINOLOGY	13
J.	PROCUREMENT LIBRARY	14
II.	CONDITIONS GOVERNING THE PROCUREMENT	14
A.	SEQUENCE OF EVENTS	15
B.	EXPLANATION OF EVENTS	15
C.	GENERAL REQUIREMENTS	18
III.	RESPONSE FORMAT AND ORGANIZATION	26
A.	NUMBER OF RESPONSES	26
B.	FORMAT OF PROPOSAL	26
IV.	SPECIFICATIONS AND BUSINESS PROPOSAL	27
A.	LETTER OF TRANSMITTAL	27
B.	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	27
C.	BUSINESS INFORMATION	27
D.	ORAL PRESENTATION	28
V.	PROJECT STRATEGY AND APPROACH	29
A.	OVERALL PROJECT STRATEGY	29
B.	PROJECT MANAGEMENT APPROACH	29
C.	TRAINING PLAN	29
D.	MAINTENANCE AND SUPPORT	30
VI.	COST PROPOSAL	30

VII. EVALUATION	31
A. EVALUATION POINT SUMMARY	31
B. EVALUATION FACTORS	31
C. EVALUATION PROCESS	32
VIII. APPENDIX	32

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request for Proposals (RFP) is being issued to identify and contract for a new web-based statewide Jury Management System (JMS) for the New Mexico Administrative Office of the Courts (AOC). This 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, the proposal will be declared nonresponsive.

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, whether or not the Offeror is the successful Offeror.

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

If the determination is made that there is insufficient funding to continue or finalize a program pursuant to the requirements of the RFP, the contractor will be compensated to the level of services performed, as authorized by the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as contractor defaults or breach of the contract.

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

B. BACKGROUND

The Administrative Office of the Courts is required to devise and place into operation a plan for random juror selection of grand and petit jurors, which plan shall be designed to meet the requirements of the New Mexico Statutes, in particular §38-5-3, NMSA 1978.

The AOC shall provide specifications to the department of information technology for the merging of the registered voter, driver's license and personal income tax filer databases to form the master jury database. The master jury database shall be the database that produces the random jury list for the selection of petit or grand jurors for the state courts, including removing the names of deceased persons as well as minors from the master jury database that produces the random jury list for the state courts.

District, metropolitan and magistrate courts designate the number of potential jurors to be selected and the date on which the jurors are to report for empaneling. There are thirteen (13) judicial districts, thirty-three (33) counties, and seventy-six (76) trial courts statewide that will use this JMS.

New Mexico District Courts are general jurisdiction courts of record. There are thirteen court districts in New Mexico with ninety-nine (99) district court judges. The court districts vary greatly in geographic size and population. The Second Judicial District in Bernalillo County, which encompasses New Mexico's largest city, Albuquerque, is the most populous district but is also the smallest in terms of geographic area.

State New Mexico courts of limited jurisdiction include forty-two (42) magistrate courts and the Bernalillo County Metropolitan Court. The Bernalillo County Metropolitan Court is the largest limited-jurisdiction court.

C. SUMMARY SCOPE OF THIS REQUEST FOR PROPOSAL

The successful offerors will provide a web-based, COTS (Commercial Off-the-Shelf) secure JMS that provides easy web-based access for both potential jurors and court personnel, speedy notification and confirmations/cancellations via text and email, 24/7 tech support, and automated reminders. The successful offer will also be expected to install, train and provide on-going system maintenance support for 76 trial courts statewide, ranging in county size from 700 to 700,000 residents.

The initial contract shall begin on or about July 1, 2021. The AOC reserves the right to renew the contract for three (3) additional one-year periods, as necessary, to complete the project. The AOC may contract for maintenance, upgrades and services on a yearly basis beyond the contract term.

The scope of this RFP encompasses the procurement of a COTS Statewide Jury Management System. The scope is defined from three different aspects: software, services, and implementation. The scope of each aspect is defined below:

1. **Software** – The AOC seeks all appropriate software application licensing for all court users within New Mexico, including magistrate courts, district courts, and the Bernalillo County Metropolitan Court. In addition, the AOC will only consider proposed solutions that are installed and proven in jurisdictions comparable to New Mexico.
2. **Professional and Technical Services** – The professional and technical services scope of this RFP includes all phases of the implementation lifecycle, including but not limited to project management, software and hardware installation, data conversion, internal and external interface development, system customization and configuration, technical and user training, user and system documentation, implementation support, and post implementation support and maintenance.

3. **Implementation** – The AOC intends to install and use all the procured software and services in the magistrate courts, district courts, and in the Bernalillo County Metropolitan Court. A minimum of seventy-six (76) total locations.

D. PROJECT OBJECTIVES

The objective of this RFP is to obtain a ready-to use JMS that can accomplish the following:

1. Implement the use of a JMS with a state-of-the-art application that meets the needs of the judiciary and is supported by a provider that has the long-term capacity to support and upgrade the application in perpetuity.
2. Provide secure, accurate, timely, and reliable jury data to all judicial agencies.
3. Provide accurate and configurable jury management, utilization, and yield reports, accurate payroll audits using hourly pay, imaging capability and printed forms native to the jury application. These reports must be available in both PDF and CSV files and must be configurable to provide either statewide or individual reporting in a combined report.
4. Provide financial integration between the New Mexico Department of Finance Administration (DFA) accounting system and the JMS to process payroll and state requirements for juror payments.
5. Provide ways to notify jurors of scheduling changes through SMS text and email alerts in compliance with FCC guidelines.
6. Provide a JMS that supports court resources, is user friendly, applicable to all non-English speaking jurors and keeps up with jury trends and the latest technology.

E. SYSTEM FUNCTIONS

The JMS proposed should include the following functions and features. Please provide detailed information regarding how these functions and features will be developed. If you are unable to meet an individual requirement, please indicate “UNABLE TO MEET” in your proposal.

1. Master Juror Database

- 1.1. Provide the ability to receive an electronic file from state administrative agencies and import the source list in a statewide jury database.
- 1.2. System should maintain a history of changes in participant records.
- 1.3. Provide the ability to merge duplicate records based on the same first name, last name, social security number and date of birth.
- 1.4. Provide the ability to merge this source list with existing records based also on the same first name, last name, social security number and date of birth.
- 1.5. Provide the ability to remove duplicate names, names of deceased individuals, or those under the age of eighteen (18) at the time of source list creation.
- 1.6. System should have the ability to identify persons that are under 18, not a US citizen and not living in the county of juror service and temporarily disqualify them from the system.

- 1.7. System should have the ability to flag government employees that do not get compensated financially for jury service. Application should allow for mileage reimbursement for government employees or non-mileage reimbursement if requested by juror.
- 1.8. System should have a postponement option that allows jurors to serve in a different term of service.
- 1.9. System should allow for mass excusals, deferrals, disqualification and placement into a queue for review by jury staff.
- 1.10. Program should have a trial data function that allows tracking of trial statistics such as challenges for cause, excusals, peremptory challenges, participant names, attorneys, etc.
- 1.11. System should have auto-print proof of service, employee verification, or other custom letters that can be accessed by participants.
- 1.12. System should have a function that allows court staff to send custom letters/questionnaires/postcards to selected panels.
- 1.13. System should have the ability to identify persons that are deceased or permanently excused, flag the record in the database.
- 1.14. Provide the ability to manually enter and edit the master juror database file.
- 1.15. Provide the ability to maintain a centralized database allowing for multiple jurisdiction jury selection and processing.
- 1.16. Provide the ability to identify persons with a unique identifier other than Social Security Number.
- 1.17. The vendor must provide documentation on code tables.
- 1.18. Ability to modify tables in a table driven application.

2. Create Master Pool

- 2.1. Provide the ability to randomly select names from the master juror database from within a given jurisdiction and create an electronic file that can be exported electronically. The file must be in a text file format of the State Administrative Office of the Courts' (AOC) choosing.
- 2.2. Provide the ability for the user to specify the number of names to randomly select from the database to create a pool.
- 2.3. Provide the ability for a court to have multiple pools at the same time (up to 30) and/or randomly separate one larger pool into multiple smaller panels.
- 2.4. Provide the ability to mark a juror record with an exemption period. Jurors serve for a certain amount of time and then the record should not be pulled out of the database for X amount of time based on statute.
- 2.5. Provide the ability to search the juror database by juror ID, juror name, group ID, address and/or trial dates.

3. Juror Qualification

- 3.1. Provide the ability for prospective jurors to complete several core functions online via computer, tablet, and smartphone. These functions include, but are not limited to:
 - 3.1.1. Completing the Juror Qualification and Questionnaire online

- 3.1.2. System should accommodate English, Spanish and as many other languages as possible, for example through interpreter participation and the user choosing a language preference
- 3.1.3. Request postponements, exemptions, and deferrals
- 3.1.4. Request an interpreter
- 3.1.5. Request Americans with Disabilities Act (ADA) accommodations
- 3.1.6. Check current service status
- 3.1.7. Give consent for electronic notifications via text and email.
- 3.2. System should have the ability to generate a paper copy of the Jury Qualification and Questionnaire form with the juror's badge number printed in the upper right hand corner
- 3.3. Provide the ability for the user to update the master pool with demographic data returned on the questionnaire.
- 3.4. Provide the ability for the JMS to record mailing and physical address if different.
- 3.5. Provide the ability for the user to update the master pool with temporary excusal periods (beginning and ending dates) and select from a user defined excusal code table.
- 3.6. Provide the ability for the user to update the master pool with a permanent excusal and select from a list the permanent excusal code.
- 3.7. Provide the ability for a juror's permanent excusal to be updated and flagged in the System.
- 3.8. Provide a report of jurors that failed to respond, were excused, were postponed, were disqualified and the summons was undeliverable by mail.
- 3.9. Provide the ability to merge the report in a document to send out notification via text/email and letters to jurors.

4. Jury Management

- 4.1. Must operate successfully in 76+ locations linked via a wide area network.
- 4.2. Provide the ability to communicate with jurors via text and/or email for reporting, schedule changes, weather closures, or other emergency.
- 4.3. Provide extensive and specific user manuals and/or online help files.
- 4.4. System should be easy to use and train.
- 4.5. Provide user training to facilitate successful operation of the system.
- 4.6. System should allow courts in the same county to share participants, to avoid calling jurors already in an active pool.
- 4.7. System should have the ability to use kiosks or computer stations for check-in, check-out, and to complete/submit forms.
- 4.8. System should allow jurors an access point so they can check their service status (scheduling, exemption or disqualification status, requests for additional documentation) online via computer, tablet, and smartphone.
- 4.9. System should send auto calls/emails/texts to remind or cancel jurors for appearances.
- 4.10. System should have the ability to create custom documents for a specific juror or specific panel.

- 4.11. System should have the ability to generate an excusal/employer letter for jurors.
- 4.12. System should have the ability for electronic approval/signatures.
- 4.13. Provide the ability to generate name and address labels of various sizes.
- 4.14. Provide the ability to use and generate barcodes, including interfacing with bar code readers.
- 4.15. System should have the ability to maintain custom forms by identified units such as county or district; and to print custom forms for a specific jury or panel.

5. Jury Selection/*Voir Dire*

- 5.1. Provide the ability to create a report of listing jurors scheduled to appear for service, available in both alphabetical and random listing.
- 5.2. Provide the ability to scan in potential jurors appearing for jury selection.
- 5.3. Provide the ability to generate a report to record jury daily attendance.
- 5.4. Provide the ability to create, modify, and configure seating charts representing the physical layout of individual courtrooms at each location.
- 5.5. Seating charts should allow for jurors to be organized by name, group number, or random order and allow re-randomization.
- 5.6. Provide the ability to create a failure to appear report with names and addresses of jurors with the ability to merge data in a letter to be mailed to jurors.
- 5.7. Provide the ability to generate an alphabetical list of jurors to be used during peremptory challenges.
- 5.8. Provide the ability to generate a random list of jurors to be used during peremptory challenges.
- 5.9. Provide the ability to move potential jurors from one panel group to another panel group and/or moved to a different location (i.e., district to magistrate)
- 5.10. Provide the ability to remove an unused panel and to reinsert the removed panel.
- 5.11. Provide the ability for jurors to be used on multiple panels at the same time.
- 5.12. Provide the ability to record that a prospective juror has been selected for a particular trial.
- 5.13. Provide the ability to return unselected jurors to the pool.
- 5.14. Provide the ability to schedule the end of a term-of-service for a single juror or group of jurors on a future scheduled date.

6. Case Management

- 6.1. Provide the ability to use, import, and populate data fields (scheduling, case parties, trial judge, case numbers, criminal charge(s) or civil cause(s) of action from the court's Case Management System (CMS), currently Tyler Technologies Odyssey platform.
- 6.2. Provide the ability to maintain sub-panel properties including but not limited to judge, group ID, date of the trial and location of the trial.
- 6.3. Provide the ability to generate statistical reports based on user permissions.

- 6.4. Provide the ability to generate name and address labels of various sizes for jurors attached to a case.

7. Trial Completion

- 7.1. Provide the ability to create a report of the potential jurors that have appeared for service (alphabetically and randomly).
- 7.2. Provide the ability to update and identify selected jurors and alternate jurors, challenges for cause, peremptory challenges, and jurors not reached in selection.
- 7.3. Provide the ability to record user notes and allow view access based on security rights.

8. Payment of Jurors

- 8.1. Provide the ability to calculate hourly juror pay for each day of service.
- 8.2. Provide the ability to view payment audits displaying number of hours and hourly rate.
- 8.3. Provide the ability to calculate mileage reimbursements for each juror in excess of forty (40 miles).
- 8.4. Provide the ability to view mileage reimbursements by number of miles and rate.
- 8.5. Provide the ability to maintain mileage reimbursement rates with effective dates.
- 8.6. Provide the ability to pay a juror for serving on multiple trials on the same day.
- 8.7. Provide the ability to generate cost reports, worksheets, timelessness of payments, completion notifications and other informational items by group.
- 8.8. Provide the ability to create a payment file to export to an outside Government agency for payment purposes. File should be capable of formatting as a CSV file or other definable payment file. Provide the ability to track and create IRS-1099-MISC reports for all jurors that make over a set amount during their jury service.
- 8.9. Provide the ability to correct financial errors and back out financial transactions that are mistakes.
- 8.10. Provide the ability to track and print financial history for jurors.

9. Reporting

- 9.1. Provide the ability to generate detailed Juror Yield Reports.
 - 9.1.1. Juror Yield Reports must be configurable for both statewide and individual court reporting.
 - 9.1.2. A statewide report would include all selected locations and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.

- 9.1.3. An individual court report would be limited to a single location and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
- 9.2. Provide the ability to generate detailed Juror Utilization Reports.
 - 9.2.1. Juror Utilization Reports must be configurable for both statewide and individual court reporting.
 - 9.2.2. A statewide report would include all selected locations and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
 - 9.2.3. An individual court report would be limited to a single location and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
- 9.3. Provide the ability to generate other customized and configurable reports available as both a PDF and a CSV file.
- 9.4. Provide the ability to search the juror database by juror ID, juror name, group ID, address and/or trial dates.
- 9.5. Provide the ability to generate detailed financial and historical reports by individual, group, panel, and jury pools.
- 9.6. Financial reports must be configurable for both statewide and individual court reporting.
 - 9.6.1. A statewide report would include all selected locations and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
 - 9.6.2. An individual court report would be limited to a single location and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
- 9.7. Provide the ability to generate historical reports for individuals, groups, panels, and jury pools.
 - 9.7.1. Historical reports must be configurable for both statewide and individual court reporting.
 - 9.7.2. A statewide report would include all selected locations and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
 - 9.7.3. An individual court report would be limited to a single location and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
- 9.8. Provide the ability for jury statistical data to be retrieved centrally by the AOC.
- 9.9. Statistical reports must be configurable for both statewide and individual court reporting.
 - 9.9.1. A statewide report would include all selected locations and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.
 - 9.9.2. An individual court report would be limited to a single location and would divide the data into categories and layouts determined by AOC available as both a PDF and a CSV file.

- 9.10. System should have the ability to generate detailed interpreter usage reports.
- 9.11. System should have a trial data function that allows tracking of trial statistics such as challenges for cause, excusals, peremptory challenges, participant names, attorneys, etc.

10. Security

- 10.1. Administrative authorization over all courts.
- 10.2. Management authorization limited to individual courts.
- 10.3. Jury staff authorization is limited to individual courts.
- 10.4. Limited authorization of other court personnel at individual court.
- 10.5. Provide the ability to maintain application properties, system properties, security settings and other management functions through tables.
- 10.6. Utilize data protection, security, redundancy, and disaster recovery mechanisms and policies that are in accordance with industry standards and subject to applicable laws including those on confidentiality of protected information and any privileged access agreements of the Court.
- 10.7. Maintain a cybersecurity incident recovery plan and a victim notification policy and process in accordance with industry standards
- 10.8. Utilize data ownership, retention, and destruction policies that are in compliance with New Mexico Judiciary policies and New Mexico State Records and Archives retention regulations

F. TECHNICAL REQUIREMENTS

The JMS proposed should include the following functions and features. Please provide detailed information regarding how these functions and features will be developed. If you are unable to meet an individual requirement, please indicate “UNABLE TO MEET” in your proposal.

- 1. The System shall be a Commercial Off-the-Shelf (COTS) product.
- 2. The System shall offer ADA compliant interface for internal and external users.
- 3. The System shall offer an online platform accessible by computer, tablet, or smartphone.
- 4. The System can be a Software as a Service (SAS) hosted externally or have a public and private facing access to the Procuring Agency network.
- 5. If the System is hosted externally the Offeror shall provide for separate, not commingled databases and websites for development, testing/training and production environments.
- 6. If the system is to be hosted by the Procuring Agency it must meet the following requirements.
 - 6.1. The System shall be a web-based system running on supported versions Microsoft IIS or Apache Tomcat web server.
 - 6.2. The System shall use Microsoft SQL Server as a database
 - 6.3. The System’s reporting capability shall utilize Microsoft SQL Server Reporting Services (SSRS) or similar compatible reporting software.

- 6.4. The System must be licensed in a way that the Procuring Agency can run non-commingled databases and websites for development, testing/training and production environments
7. The System shall be customizable to meet additional Procuring Agency state-wide requirements.
8. The System shall have a robust end-user security to allow users access as determined by a Procuring Agency administrator.
9. The System shall enable users to self-register for the application and logins shall be protected by Transport Layer Security (TLS).
10. The System shall encrypt all personally identifiable information, both in the database and in transport at a minimum of 128-bits.
11. The System shall have the capacity for a minimum of 300 and up to 500 concurrent users to include all New Mexico courts and potential jurors.
12. The System shall provide reporting functionality in a CSV format to the New Mexico SHARE financial systems as defined by the New Mexico Department of Finance (DFA) for jury cash remediation.

G. PROCUREMENT MANAGER

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name and contact information are listed below:

Mateo S. Page, Procurement Manager
Court Services Division Director
Administrative Office of the Courts
Phone (505) 670-0061
aocmsp@nmcourts.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager by email only. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

H. PROPOSAL DELIVERY

All submissions of proposals must be via email, and must be addressed and submitted as follows:

Mateo S. Page, Procurement Manager
Reference RFP Name: STATEWIDE JURY MANAGEMENT SYSTEM

Email Address: aocmsp@nmcourts.gov

I. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

1. "AOC" means the Administrative Office of the Courts.
2. "Contract" means an agreement for the procurement of items of tangible personal property or services.
3. "Contractor" shall mean successful Offeror.
4. "Evaluation Committee" means a body appointed by the AOC to perform the evaluation of Offeror proposals.
5. "Finalist" is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
6. "Offeror" is any person, firm, corporation or partnership who chooses to submit a proposal.
7. "Procurement Manager" means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
8. "Procuring Agency" means the agency for which this RFP is being issued.
9. "Project Manager" means the individual assigned by the AOC to manage the project and administer this Agreement.
10. "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
11. "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
12. "Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms with all material respects to the requirements set forth in the request for proposals.
13. "System" means the proposed jury software application for which the Offeror is providing through this RFP.

J. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
<https://www.nmcourts.gov/request-for-proposals.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Date
1. Issue RFP	AOC	April 5, 2021
2. Acknowledgment of Receipt Form	Potential Offerors	April 15, 2021
3. Deadline to Submit Written Questions	Potential Offerors	April 19, 2021
4. Response to Written Questions	AOC	April 23, 2021
5. Submission of Proposal	Offeror	May 7, 2021
6. *Proposal Evaluation	Evaluation Committee	May 9 – 21, 2021
7. *Selection of Finalists	Evaluation Committee	May 24, 2021
8. *Best and Final Offers	Finalist Offerors	May 25, 2021
9. *Oral Presentation (if any)	Finalist Offerors	May 26 – June 2, 2021
10. *Finalize Contractual Agreements	AOC/Finalist Offerors	June 3 – 10, 2021
11. *Contract Awards	AOC/Offeror	June 11, 2021
12. *Protest Deadline	Offeror	July 2, 2021

*Dates indicated in Events 6 through 12 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

1. Issuance of RFP

This RFP was issued on behalf of the New Mexico Administrative Office of the Courts on April 5, 2021.

2. Acknowledgement of Receipt of Proposal

- 2.1. Potential Offerors must e-mail the Acknowledgement of Receipt Form (VIII. ATTACHMENTS), to the Procurement Manager Mateo Page, at AOCMSP@NMCOURTS.GOV, to have their organization placed on the procurement Distribution List. The form must be returned by 4:00 pm MST on April 15, 2021.

- 2.2. The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative will not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.L.) responses to written questions and any amendments to the RFP.
 - 2.3. Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 4:00PM MDT, April 19, 2021 as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.
 3. Response to Written Questions
 - 3.1. Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.3 and VIII. ATTACHMENTS).
 - 3.2. An electronic version of the Questions and Answers will be posted to: <https://www.nmcourts.gov/request-for-proposals.aspx>
 4. Submission of Proposal
 - 4.1. ALL OFFEROR PROPOSALS MUST BE RECEIVED VIA EMAIL FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **4:00 PM MDT May 7, 2021**
PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.
 - 4.2. Proposals must be submitted to the Procurement Manager at the email address identified in Section I.I.
 - 4.3. A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.
 5. Proposal Evaluation
 - 5.1. An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events,

depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

6. Selection of Finalists

6.1. The Evaluation Committee will select, and the Procurement Manager will notify, the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

7. Best and Final Offers

7.1. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

8. Oral Presentations

8.1. Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee.

9. Finalize Contractual Agreements

9.1. After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

10.1. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate agency approval.

11. Protest Deadline

11.1. Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

11.2. The protest must be delivered to:
Kerry Armour, Protest Manager
NM Administrative Office of the Courts
237 Don Gaspar Ave, Rm 25, Santa Fe New Mexico 87501

C. GENERAL REQUIREMENTS

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

1. Acceptance of Conditions Governing the Procurement

1.1. 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 Factors contained in Section VI of this RFP.

2. Incurring Costs

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

3. Amended Proposals

- 3.1. An Offeror may submit an amended proposal before the deadline for receipt of proposals.
 - 3.2. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.
 - 3.3. The AOC personnel will not merge, collate, or assemble proposal materials.
4. Offeror's Rights to Withdraw Proposal
 - 4.1. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals.
 - 4.2. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.
 - 4.3. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.
5. Proposal Offer Firm
 - 5.1. Responses to this RFP will be considered firm until June 30, 2016.
6. Disclosure of Proposal Contents
 - 6.1. Proposals will be kept confidential until negotiations and the award are completed by the Agency.
 - 6.2. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential.
 - 6.3. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
 - 6.3.1. 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.
 - 6.4. Confidential data is restricted to:
 - 6.4.1. Confidential financial information concerning the Offeror's organization;
 - 6.4.2. And data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to 57-3A-7, NMSA 1978.
 - 6.5. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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 to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. No Obligation

7.1. 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.

8. Termination

8.1. 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.

9. Legal Review

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

10. Governing Law

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

11. Basis for Proposal

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

12. Contract Terms and Conditions

12.1. The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment "C", "Contract Terms and Conditions."

12.2. However, the AOC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP.

12.3. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions, as contained in this Section or in Attachment "C", that 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.

13. Offeror's Terms and Conditions

- 13.1. 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.

14. Contract Deviations

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

15. Offeror Qualifications

- 15.1. 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.
- 15.2. 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 § 13-1-83 and 13-1-85, NMSA 1978.

16. Right to Waive

- 16.1. The Evaluation Committee reserves the right to waive minor irregularities.
- 16.2. 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.
- 16.2.1. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives
 - 17.1. The AOC reserves 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.
18. Notice of Criminal Penalties
 - 18.1. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation.
 - 18.2. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kick-backs.
19. AOC Rights
 - 19.1. The AOC reserves the right to accept all or a portion of an Offeror's proposal.
20. Right to Publish
 - 20.1. Throughout the duration of this procurement process and contract term, potential Offerors, 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 procurement or the subsequent contact.
 - 20.2. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
21. Ownership of Proposals
 - 21.1. All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.
22. RFP Termination
 - 22.1. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when AOC determines such action to be in the best interest of the state courts.
23. Sufficient Appropriation
 - 23.1. Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist.
 - 23.2. Such termination will be effected by sending written notice to the contractor.

23.3. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

24. New Mexico Preferences

24.1. To ensure adequate consideration and application of 13-1-21 NMSA 1978, Offerors must include a copy of their preference certificate with their proposal.

24.2. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

24.2.1. New Mexico Business Preference

24.2.2. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

26.1. A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.3, Response to Written Questions).

27. Use of Electronic Versions of this RFP

27.1. This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:
<https://www.nmcourts.gov/request-for-proposals.aspx>

28. New Mexico Employees Health Coverage

28.1. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

28.2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

28.3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.

28.4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Disclosure Regarding Responsibility

29.1. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

29.1.1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

- 29.1.2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - 29.1.2.1. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - 29.1.2.2. violation of Federal or state antitrust statutes related to the submission of offers; or
 - 29.1.2.3. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- 29.1.3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 29.1.4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - 29.1.4.1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - 29.1.4.2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - 29.1.4.3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- 29.2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities
- 29.3. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- 29.4. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- 29.5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- 29.6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

III. RESPONSE FORMAT AND ORGANIZATION

Offerors are required to submit a proposal that exactly meets the requirements outlined in the RFP. Offerors are not allowed to submit substitute or alternate proposals.

A. NUMBER OF RESPONSES

1. Offerors shall submit only one proposal.

B. FORMAT OF PROPOSAL

The proposal must address the entire product, technical, service and business specifications as outlined in the RFP. The proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated.

1. Letter of Transmittal (Appendix D)
2. Proposal Summary

3. Explanation of ability to meet Project Objectives (I.D)
4. Response to System Functions (I.E.)
5. Response to Technical Requirements (I.F)
6. Response to Business Information (IV.C)
7. Response to Project Strategy and Approach (V)
8. Response to Cost Proposal (VI)
9. Campaign Contribution Form (Appendix B)
10. Resident Business or Resident Veteran's Preference (if applicable)
11. Offerors may attach other materials, which may improve the quality of their responses.

IV. SPECIFICATIONS AND BUSINESS PROPOSAL

A. LETTER OF TRANSMITTAL

1. Letter of Transmittal Form

- 1.1. The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

B. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Campaign Contribution Disclosure Form

- 1.1. The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

C. BUSINESS INFORMATION

1. Offeror Information

- 1.1. A brief description of the history and organization of the Offeror's firm and of any proposed subcontractor.
- 1.2. A description of similar work conducted by the Offeror within the last five years.

- 1.3. Qualifications, background and experience of key project staff who will demonstrate the product, training court staff, and providing ongoing technical support.
2. References
 - 2.1. Offeror must provide a list of a minimum of two (2) references from similar projects/programs performed for private, state or large local government clients within the last five (5) years.
 - 2.1.1. Offeror shall include the following Business Reference information as part of its proposal:
 - 2.1.1.1. Client name;
 - 2.1.1.2. Project description;
 - 2.1.1.3. Project dates (starting and ending);
 - 2.1.1.4. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
 - 2.1.1.5. Staff assigned to reference engagement that will be designated for work per this RFP; and
 - 2.1.1.6. Client project manager name, telephone number, fax number and e-mail address.
 - 2.2. Offeror MAY submit APPENDIX E, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process. Offeror or the business reference may submit the Questionnaire to the Procurement Manager.
 - 2.3. Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.
3. Resident Business or Resident Veterans Preference. To ensure adequate consideration and application of 13-1-21 NMSA 1978, Offerors must include a copy of their preference certificate in this section.

D. ORAL PRESENTATION

1. Oral Presentation
 - 1.1. If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the AOC. The Evaluation Committee may request a finalist to provide an oral presentation of the

proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

V. PROJECT STRATEGY AND APPROACH

Offeror must discuss its structure and approach to managing projects of this scale. Offeror's response must include a projected Project Plan, description of the project management team, as well as any proposed project management tools and procedures. Offeror's proposal must include a detailed work plan outlining the Offeror's approach to a statewide implementation to all courts that should be accomplished by December 31, 2021. Offeror's proposal must also include the following:

A. OVERALL PROJECT STRATEGY

Please describe your overall strategy for achieving the AOC's objectives (I.D). Please detail how your strategy will add value to the AOC's environment as well as how the proposed strategy has been proven successful in previous implementations.

B. PROJECT MANAGEMENT APPROACH

Please describe your methodology and approach to managing the project. Within your response please address the following:

1. Project Management Plan – describe the project planning in detail.
2. Communication Plan – describe how project status will be communicated and managed.
3. Change Management – describe your approach to change management, not only regarding software product(s) but also as regards the entire implementation.
4. Risk / Issue Management – describe your process for managing and resolving project issues and risks. Moreover, please provide your assessment of any initial risks and issues you anticipate with this procurement.

It should be noted that the AOC may employ independent validation and verification services.

C. TRAINING PLAN

The Offeror's proposal must include a detailed training plan covering all training needs and must include sample training and operations manuals for all training required by the Offeror's Jury management application. The proposal must include the following:

1. Scope of training
2. Method of Training
3. Length of training
4. A list of training materials and samples
5. Help Desk training

6. Rollout and live support with vendor and court experts in court one to three weeks after implementation during the rollout
7. Within the response, offerors should discuss and explore both a comprehensive training approach as well as a “train-the-trainer” approach.

D. MAINTENANCE AND SUPPORT

The Offeror’s proposal should include an explanation of the maintenance and support plans available to the AOC, including but not limited to the following:

1. Levels of support (e.g. platinum, gold, silver, bronze, etc.)
2. Delivery of support (e.g. manuals, on-line help, phone, e-mail, etc.)
3. Response times (e.g. platinum – 2 hours, gold – 4 hours, silver – 8 hours, etc.)
4. Customer information bulletins (please provide samples if available)
5. User groups (e.g. frequency of meetings, location of regional groups, etc.)
6. Standard warranty period(s)
7. Frequency of maintenance releases (e.g. quarterly, semi-annual, annual, etc.)
8. Frequency of full version upgrades (e.g. annual, bi-annual, etc.)
9. Offeror’s proposals must include a copy of any applicable maintenance/service agreements.

VI. COST PROPOSAL

As the AOC may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The AOC reserves the right, however, to have discussions with those Offerors falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct contract negotiations thereafter.

Offerors must submit a detailed cost proposal including:

1. Planning and Analysis
2. Configuration and customization
3. Integration with other court management applications
4. Data conversion
5. Development and use of production and testing environments
6. Implementation, installation and setup fees
7. User and system administrator training
8. Training materials and user manuals
9. External hosting and cloud storage
10. Technical assistance fees
11. Data and analytics sharing costs
12. Annual maintenance, subscription, and licensing costs
13. The manner and circumstances for price increases

VII. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to sections I.D, I.E, I.F, IV.B, and V.B)</i>	Points Available
Project Objectives	100
System Functions	300
Technical Requirements	300
Business Information	100
Project Strategy and Approach	100
Cost Proposal	100
Business Specifications <i>(Correspond to sections IV.A, and IV.B)</i>	
Letter Of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
TOTAL POINTS AVAILABLE	1,000
Additional Points	
Oral Presentations (if any)	100
New Mexico Preference - Resident Vendor Points	55
New Mexico Preference - Resident Veterans Points	110

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Resident Business Preference.

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. Responsive proposals will be evaluated based on the assigned point value in Section VII. The responsive Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsive Offerors whose proposals are most advantageous to AOC taking into consideration the Evaluation Factors in the RFP will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VIII. APPENDIX

- A. Acknowledgement of Receipt Form
- B. Campaign Contribution Disclosure Form
- C. Draft Contract
- D. Letter of Transmittal Form
- E. Organizational Reference Questionnaire

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than April 15, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

To: Mateo Page, Procurement Manager

E-mail: aocmsp@nmcourts.gov

Subject Line: STATEWIDE JURY MANAGEMENT SYSTEM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, 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) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

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.

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 competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed 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 a 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____

To be Completed by State Agency or Local Public Body

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this __ day of [MONTH], 20__ by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and, _____, hereinafter referred to as the "Contractor."

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

E-mail Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work [EXAMPLE]

a. [SEE RFP]

2. Compensation [ADJUST PAMNENT AMOUNTS]

A. The AOC will reimburse the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work **\$[TO BE NEGOTIATED BETWEEN AOC AND FINAL OFFEROR]** such compensation not to exceed fifty thousand, including gross receipts tax. Upon submission of an AOC-approved invoice by the Contractor and no compensation shall be made prior to the delivery of services. Contractor must invoice the AOC within thirty (30) days of completion of the assignment. Later billing may result in reduced compensation and or no payment. If the invoice is not received within thirty (30) days of the service date, a fifteen percent (15%) reduction of the total invoice amount will be subtracted. If the invoice is not received within sixty (60) days of the service date, the invoice will not be paid.

These amounts are 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 AOC 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 in FY21 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.
- C. Contractor must submit a detailed statement accounting for all Services performed and expenses incurred using only the AOC-provided invoices and completed as instructed by the AOC. The AOC reserves the right to change methods for submitting invoices. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of receipt by the AOC. AOC shall pay interest at a rate of 1.5% every thirty (30) days for failure to render payment to Contractor within thirty (30) days of receipt and acceptance. Interest shall accrue from the thirtieth day forward every thirty days until payment on the original invoice is rendered. Payment of the original invoice amount terminates accrual of interest. Contractor is required to notify AOC of interest due to the contractor; payment of interest will not be automatic. All payments will be made through direct deposit only.
- D. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid \$600.00 or more for all services rendered to the state.

3. Term

THIS AGREEMENT runs from [DATE] until [DATE] unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 (2018) no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements, compliance with the NM Code of Professional Conduct, and compliance with the requirements detailed herein.

4. 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 AOC'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. The AOC may terminate this agreement without cause at any time upon a 30-day notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'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 shall direct for the protection, preservation, retention or transfer of all property titled to the AOC 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 AOC as soon as practicable.

5. 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. Contractor will be paid for confirmed assignments completed and billed within thirty (30) days of completion of the assignment.
6. Status of Contractor The Contractor and its agents and employees are independent contractors performing professional services for the AOC 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 prior written approval of the AOC.
9. 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.
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.
11. 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 AOC no 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 or other claim of ownership by or on behalf of the Contractor.
12. 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.
13. Amendment This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto 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.

14. 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.

15. Penalties for Violation of Law The Procurement Code, NMSA 1978, Sections 13-1-28 through -199 (1984, as amended through 2015) imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
16. Equal 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.
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 NMSA 1978, Section 38-3-1 (G) (1988). 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. Workers 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. Records and Financial 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 AOC, the Department of Finance and Administration and the State Auditor. 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 AOC to recover excessive or illegal payments
20. 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, 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 AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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.
22. 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.
23. 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. Postal Service, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC:

Mateo S. Page, Director
Court Services Division
Administrative Office of the Courts
237 Don Gaspar, Rm. 25
Santa Fe, NM 87501
email: aocmsp@nmcourts.gov

To the Contractor:

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

Signed by the parties on the dates indicated:

STATE OF NEW MEXICO, ADMINISTRATIVE OFFICE OF THE COURTS

_____ Date: _____
Arthur W. Pepin

CONTRACTOR

_____ Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: _____

By: _____ Date: _____
Taxation and Revenue Department

APPENDIX D

LETTER OF TRANSMITTAL FORM

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section IV.A.).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM
BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)**

STATEWIDE JURY MANAGEMENT SYSTEM; RFP # _____

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section VII.A. of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____,
20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of two (2) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the RFP in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror MAY send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Administrative Office of the Courts via e-mail at:

Name: Mateo Page, Procurement Manager
Email: aocmsp@nmcourts.gov

Forms must be submitted no later than May 7, 2021 at 4:00 PM MDT. References are **strongly encouraged** to provide comments in response to organizational ratings. It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process. Offeror or the business reference may submit the Questionnaire to the Procurement Manager.

For questions or concerns regarding this form, please contact the **Procurement Manager** at aocmsp@nmcourts.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
4. What is your level of satisfaction with hard-copy materials produced by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)
COMMENTS:
5. How would you rate the dynamics/interaction between vendor personnel and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS: