

Administrative Office of the Courts

Supreme Court of New Mexico



STATE OF NEW MEXICO

Request for Proposals for:

New Mexico Judiciary Website Redesign

RFP NUMBER: AOC-Website-001

Date of Issuance: June 17, 2022

Proposal Deadline: August 1, 2022

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

TABLE OF CONTENTS

1. INTRODUCTION	3
1.1 Background Information	3
1.2 Sequence of Events	4
1.3 Purpose of Request for Proposals	4
1.4 Acknowledgement of Receipt June 27, 2022, at 5:00 p.m. MDT	5
2. DESIGN PROTOTYPE REQUIREMENT	6
3. MANDATORY PROJECT MANAGEMENT REQUIREMENTS	6
4. TECHNICAL SPECIFICATIONS	7
4.1 Mandatory Specifications	7
4.2 Desirable Specifications	8
5. COMPANY INFORMATION	8
5.1 Organizational Experience	8
5.2 Organizational References	9
6. CONTACT INFORMATION	9
7. PROPOSAL SUBMISSION	10
7.1 Submission of Proposal Deadline August 1, 2022, at 3:00 p.m. MDT	10
7.2 Protest Deadline	10
8. GENERAL REQUIREMENTS AND CONDITIONS	10
9. PROPOSAL FORMAT AND ORGANIZATION	15
10. EVALUATION PROCESS	17
11. EVALUATION POINT SUMMARY	18
APPENDIX A:	19
ACKNOWLEDGEMENT OF RECEIPT FORM	19
APPENDIX B:	20
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	20
APPENDIX C:	23
SAMPLE CONTRACT TERMS AND CONDITIONS	23
APPENDIX D:	30
COST RESPONSE FORM	30
APPENDIX E:	31
LETTER OF TRANSMITTAL FORM	31

1. INTRODUCTION

1.1 Background Information

The New Mexico Judiciary seeks to redesign all parts of its current [website](#) for a unified statewide judicial system. Redesigning the New Mexico Judiciary's website will improve the public's ability to access information about state courts and judicial programs. An easy-to-navigate website can help New Mexicans more conveniently conduct their business with the courts, saving time for members of the public and potentially eliminating a lengthy trip to the courthouse for those living in rural areas. A user-friendly website allows courts to operate more efficiently and effectively, lessening the demand for in-person assistance by judicial staff if people are able to access what they need online.

The website offers a wealth of information ranging from self-help guides to forms needed to file certain types of cases. However, the website poses challenges for the public because many are unfamiliar with legal procedures and the structure of the state court system – appellate, district, magistrate, and metropolitan courts and the Administrative Office of the Courts (AOC). The internal website used by judiciary employees mirrors the external website and has many of the same challenges.

A plurality of people responding to a recent survey indicated they had a difficult time finding what they were looking for on the website and they expressed an unfavorable opinion of the website's visual appeal. Much of the content is below the fold on many of the judiciary's web pages. The current navigational structure confuses users of district court web pages because they may inadvertently click on menu tabs that redirect them to statewide judicial programs rather than information about local court services. Additionally, it can take four or more clicks to navigate to certain content. The website can be particularly cumbersome to navigate on mobile devices.

A website redesign should simplify navigation and present online court materials in a visually attractive manner that is easy to read and understand for both the public and employees.

1.2 Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule, however, the AOC reserves the right to make necessary timing adjustments to account for unforeseen events.

Table 1: Sequence of Events

Action	Responsible Party	Due Date
1. Issue RFP	AOC	June 17, 2022
2. Acknowledgement of Receipt	Offerors	June 27, 2022
3. Deadline to submit Written Questions	Offerors	July 1, 2022
4. Response to Written Questions	AOC	July 11, 2022
5. Submission of Proposal	Offerors	Aug. 1, 2022, 3:00 p.m. MDT
6. *Proposal Evaluation	Evaluation Committee	Aug. 8, 2022
7. *Selection of Finalists	Evaluation Committee	Aug. 9, 2022
8. *Best and Final Offers	Finalist Offerors	Aug. 19, 2022
9. *Oral Presentation(s)	Finalist Offerors	Aug. 26, 2022
10. *Notice of Award & Finalize Contractual Agreements	AOC/Finalist Offerors	Sept. 26, 2022
11. *Protest Deadline	Offeror	Oct. 6, 2022

*Dates indicated in Events 6 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

1.3 Purpose of Request for Proposals

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

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

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

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

The resulting contract will be a single award and agreement between two parties; the procurement may only be used by those two parties exclusively.

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

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

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

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978 Section 13-1-28 through 13-1-199.

1.4 Acknowledgement of Receipt June 27, 2022, at 5:00 p.m. MDT

Potential Offerors should email the “Acknowledgement of Receipt Form” (APPENDIX A) to be placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager on **June 27, 2022, by 5:00 p.m. MDT.**

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

2. DESIGN PROTOTYPE REQUIREMENT

Offerors should propose one, two, or three possible design approaches, each demonstrated by a high-level prototype, for evaluation by NM Courts during the RFP process. These prototypes should use representative NM Courts data and include the main domain and at least two sub-domains. Each prototype should be accompanied by an explanation of how the design meets the needs of the NM Courts and the public we serve. In addition to the mandatory specifications and desirable specifications described in this RFP, innovative ideas, approaches, tools, and related design elements are encouraged.

3. MANDATORY PROJECT MANAGEMENT REQUIREMENTS

The implementation of the redesigned NM Courts website must be carefully managed in order to be successful. The judiciary expects that all standard phases of the Software Development Lifecycle (SDLC) will be planned, documented, and executed. All deliverables will be reviewed and approved by the designated NM Courts project lead. Respondents must indicate how this will be accomplished, including, at a minimum, the following required project management activities:

Table 2: Mandatory Project Management Requirements

Requirement Number	Description
PM1	Assignment of an experienced, dedicated project manager for the duration of the project. This individual will not be replaced without the prior written approval of the NM Courts project sponsor.
PM2	Monthly project status report with risk and issues list. Include a template.
PM3	Project scope statement, stakeholder identification, and roles and responsibilities.
PM4	Requirements, functional specifications, and GAP analysis of the current NM Courts website, including all sub-domains.
PM5	Proposed project schedule and implementation timeline, based on the Offeror’s experience with projects of similar scope and complexity.
PM6	Test plan to include system test, integration test, and user acceptance test.
PM7	Defect management log. Include a template.
PM8	Training plan and training materials, to include training for site administrators, content managers, and online training for future use.
PM9	Detailed deployment/cutover plan. Include a template.
PM10	Plan and procedures for three (3) months of initial support.

4. TECHNICAL SPECIFICATIONS

4.1 Mandatory Specifications

1. The website must be 100% compatible with all major browsers (e.g. Google Chrome, Firefox, Microsoft Edge, and Safari).
2. The website should reflect the current standards of responsive design. It should support browsing experiences across common devices such as desktop/laptop computers, mobile phones, and tablets, with optimized page load speeds for each device.
3. The website must use SSL on the entire site. The SSL certificate will be supplied by New Mexico and installed by the Vendor.
4. The website and its CMS must employ security best practices. This includes, but is not limited to, ensuring the site uses reputable, well-established software that has been vetted, is easily kept up-to-date, enforces strong passwords, is impervious to injection attacks, and is hardened against other types of attacks like DDoS or brute force attacks.
5. The website must employ proper Search Engine Optimization (SEO) techniques. This includes, but is not limited to, allowing for the easy modification of page meta tags, titles, and descriptions.
6. The website must have simple, intuitive navigation.
7. The website must have an aesthetically pleasing and consistent design.
8. The website must have a site-wide text search feature.
9. The website must allow for occasional announcements on the landing page and/or in the header of all pages.
10. The website must allow for the easy creation and submission of sitemaps to Google, Yahoo, and Bing.
11. The content management features of the website must be browser-based and easy to use for non-technical staff.
12. Page editing must allow for the easy insertion of links to other pages, images, video, audio, and documents.
13. For technical staff, the website should allow for modifying a page's HTML content and linking JavaScript files locally or externally from CDNs.
14. Web pages migrated from the current site must include all original text, links, images, and videos that are specific to each page unless given specific permission not to.
15. All web pages that contain the Clara avatar must continue to show the working avatar as designed (see <https://languageaccess.nmcourts.gov>).
16. The CMS should have role-based permissions so only those accounts responsible for a section of the website (i.e., a sub-domain) are able to modify pages within that section.
17. The CMS should allow for one or more site-wide admins who can modify all pages.
18. The site must include multilingual versions of some pages, and support multilingual versions for all pages as needed in the future.
19. The content on the site must be Section 508 compliant and meet Web Content Accessibility Guidelines 2.2 success criteria as outlined by the W3C.

20. Each subdomain will have a consistent, approved design and allow only approved customizable elements for each subdomain.
21. The internal NM Courts website must align with the external facing site and limit access to judiciary employees only.
22. Webpages must allow for easy integration of Google Analytics or other traffic tracking tools. Site analytics data must be gathered for nmcourts.gov and all its subdomains.
23. Have an architecture that allows for future expansion and integrations, such as an online chat or client portal, if not included in the initial deployment.
24. Hosting independence. The site can be hosted by the New Mexico courts if desired. The Offeror must describe the details of their optional hosting: including geographic location, failover/recovery options, backup schedule and location, uptime for 2021, and penetration/security testing activities.
25. User experience feedback. The Offeror will facilitate one or more focus groups with members of the public to obtain feedback regarding the usability of the final website design.

4.2 Desirable Specifications

1. An open-source CMS is preferred (WordPress is our current CMS), but other options will be considered.
2. Page templates for easy page creation and consistent design.
3. Easy insertion of Google maps into pages.
4. Ensure the landing page URLs of each subdomain are maintained.
5. Occasional live webcasting.
6. A document management tool is highly desired that will easily allow for owners of subdomains to manage and organize their documents into folders, link to them or documents owned by others, and easily replace them with newer versions. The tool doesn't need to maintain a document history, but should allow for an entire document tree to be easily inserted on a webpage. Indexing of documents is also desired for the site-wide search feature.
7. Site-wide menus, headers, footers, etc. that are only editable by a site-wide admin.
8. The CMS would preferably allow for single-sign-on (SSO) via Google or Active Directory.
9. An option to use two-factor authentication for CMS accounts.
10. Easy creation and publication of online forms with the data captured, compiled, and displayed in the CMS.

5. COMPANY INFORMATION

5.1 Organizational Experience

Offeror must:

1. Provide a brief description of no more than five pages of relevant corporate experience with courts, state government, and the private sector. The experience of all proposed

subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of a website redesign. All website redesigns provided to the private sector will also be considered.

2. Provide a brief resume/biography of key personnel Offeror proposes to use in the performance of the resulting contract, should Offeror receive the contract award. Key personnel are identified as those people who are essential to carrying out the work of the project. The Offeror must include key personnel education, work experience, and relevant and applicable certifications/licenses. At least one key personnel must have demonstrated experience in user experience design. Submit no more than one page per person.
3. Describe at least two project successes and two failures of website redesign engagement. Include how each experience improved the Offeror's services. Submit no more than 10 pages.

5.2 Organizational References

The Offeror must provide a minimum of three references from similar projects/programs performed for private, state, or large local government clients within the last three years.

The Offeror shall include the following information for each reference project:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Offeror's staff assigned to projects cited as references should be specifically identified if they will be designated to work on this project; and
- f) Client project manager name, telephone number, and e-mail address.

6. CONTACT INFORMATION

Procurement Manager

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

General Counsel Contact Information:

Celina Jones
Administrative Office of the Courts
Email: aoccaj@nmcourts.gov

7. PROPOSAL SUBMISSION

All proposals shall be submitted to:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

7.1 Submission of Proposal Deadline August 1, 2022, at 3:00 p.m. MDT

Proposals must be received by the AOC by the above date and time to be accepted for review. Proposals are to be submitted electronically via Google Drive if they are large files (25MG or greater); contact the Procurement Manager for access. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant.

7.2 Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978. Protests must include the name and address of the protestor and the request for proposal (RFP) number. Protests must be delivered directly to the Protest Manager via email in a timely fashion to be considered properly submitted. The 10-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 p.m. MDT on the 10th day, Oct. 6, 2022.

Deliver protests to:

Genevieve Grant, Protest Manager
Email: ggrant@nmcourts.gov

Protests received after the deadline will not be accepted.

8. GENERAL REQUIREMENTS AND CONDITIONS

1. Acceptance of Conditions Governing the Procurement.

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Criteria.

2. Incurring Costs.

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

3. Prime Contractor Responsibility.

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

4. Subcontractors.

Any contract that may result from this RFP shall specify that the prime contractor shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the AOC.

5. Questions about the RFP.

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by 5 p.m. MDT on July 1, 2022, and should be sent via email to the AOC. All questions and responses will be made public to all Offerors through www.nmcourts.gov.

6. Response to Written Questions and RFP Amendments.

Written responses to written questions and any RFP amendments shall be posted on <https://www.nmcourts.gov/court-administration/request-for-proposals/> by July 11, 2022. Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

7. Amended Proposals.

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

8. Amendments to the RFP.

If amendments to the RFP are issued, it will be posted on the NM Courts website <https://www.nmcourts.gov/court-administration/request-for-proposals/>. If an RFP amendment affects the price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

9. Offeror's Rights to Withdraw Proposal.

Offerors will be allowed to withdraw their proposals at any time before the deadline for submission of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the AOC. The approval or denial or withdrawal of requests received after the deadline for receipt of proposals is governed by the applicable procurement regulation.

10. Disclosure of Proposal Contents.

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The AOC will not disclose or make public

any pages of a proposal which the Offeror has stamped or imprinted “proprietary” or “confidential,” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the AOC shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action within 10 days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. No Obligation.

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

12. Termination.

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

13. Sufficient Appropriation.

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

14. Agreement.

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

15. Governing Law.

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

16. Basis for Proposal.

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

17. Contract Terms and Conditions (APPENDIX C).

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

18. Offeror's Terms and Conditions.

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

19. Contract Deviations.

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

20. Offeror Qualifications.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978 Sections 13-1-83 and 13-1-85.

21. Right to Waive.

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that, all of the otherwise responsive proposals failed to meet the same mandatory requirements, and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements are at the sole discretion of the Evaluation Committee.

22. Change in Contractor Representatives.

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.

23. Notice of Criminal Penalties.

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

24. Right to Publish.

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

25. Ownership of Proposals.

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

26. Electronic Mail Address Required.

The majority of the communication regarding this procurement will be conducted by electronic mail (email) and so any Offeror must have a valid email address to receive correspondence.

27. Agency Electronic Copy Governs.

This RFP is being made available by electronic means. In the event of a 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.

28. New Mexico Employees' Health Coverage.

- a. 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 twenty (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 the contractor and the state exceed two hundred fifty thousand dollars (\$250,000).
- b. The 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.
- c. The 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 website link to additional information <https://bewellnm.com>.

- d. 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 on the first (1st) day of the second (2nd) month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of two hundred fifty thousand dollars (\$250,000).

29. New Mexico Preferences.

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>.

New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

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

9. PROPOSAL FORMAT AND ORGANIZATION

9.1 Number of Responses

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

9.2 Proposal Submittal

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

9.3 Proposal Format

In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten and submitted as a PDF with standard 8.5x11 pages.

9.4 Proposal Organization

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

- a) Letter of Transmittal (APPENDIX E);
- b) Table of Contents; and
- c) Technical Proposal (following Design Prototype, Project Management Requirements, and Technical Specifications (*see* pages 6-8) and Evaluation Criteria (*see* pages 17-18))

- *Do not* include cost information in the Technical Proposal);
- d) Cost Proposal (any and all discussion of proposed costs, rates, or expenses must occur *only* in the Cost Proposal);
- e) Campaign Contribution Form (APPENDIX B);
- f) Offeror’s Additional Terms and Conditions (if any); and
- g) Other Supporting Material.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP with specific attention paid to the Design Prototype, Project Management Requirements, Technical Specifications, and Company Information (*see* pages 6-9).

The Cost Proposal *must* be provided in a separate document together with the cost proposal form (APPENDIX D). Failure to adhere to this requirement will invalidate the Offeror’s bid.

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

9.5 Letter of Transmittal (APPENDIX E)

Each proposal must be accompanied by a Letter of Transmittal. The Letter of Transmittal **MUST**:

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

9.6 Campaign Contribution Disclosure

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

10. EVALUATION PROCESS

A representative of the AOC will open the proposals immediately after the deadline and will record them in the proposal log. An Evaluation Committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by Offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the AOC, in coordination with the Evaluation Committee, and is final. The AOC may contact the Offeror for clarification. The Evaluation Committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the Evaluation Committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. Only Finalists will be invited to give oral presentations.

If Offerors are requested to submit the best and final responses, then they will have points recalculated based on the best and final response. The responsible Offeror whose proposal is most advantageous to the AOC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The AOC will send an email with the award letter to the successful Offeror and will send regret notifications to unsuccessful Offerors.

10.1. Notification of Finalists

The Procurement Manager will notify the finalist Offerors on August 9, 2022. Only finalists will be invited to participate in the subsequent steps of the procurement.

10.2 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining the best and final offers no later than 5:00 p.m. MDT on August 19, 2022.

10.3 Oral Presentations

Finalists will be required to participate in an interview process to be held on August 26, 2022. Finalists will be requested to schedule an interview appointment at the same time that they receive notice of selection as a finalist.

10.4 Award Contract(s)

The contract(s) shall be awarded to the Offeror(s) whose proposal(s) is/are most advantageous on September 26, 2022. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or may not have received the most points in the evaluation process. The award is subject to the appropriate state approvals. Award of the contract(s) will not vest any Offeror(s)

with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract, mutually acceptable to the AOC and the successful Offeror(s), has been finalized.

11. 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.

Table 3: Evaluation Point Summary

Evaluation Factors	Points Available
Scope of Work Website Redesign	1000 Total
Design Prototype(s)	300
Mandatory Project Management Requirements	300
Mandatory Technical Specifications	300
Desirable Technical Specifications	100
Company Information	300 Total
Organizational Experience	225
Organizational References	75
Oral Presentations	400
Cost	300
Letter Of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
TOTAL POINTS AVAILABLE	2000
<i>New Mexico Preference - Resident Vendor Points*</i>	<i>50</i>
<i>New Mexico Preference - Resident Veteran Points*</i>	<i>100</i>

*New Mexico Preferences are added to overall total points available if preferences are applicable.

APPENDIX A:
ACKNOWLEDGEMENT OF RECEIPT FORM
REQUEST FOR PROPOSAL

New Mexico Judiciary Website Redesign

RFP # AOC-Website-001

This Acknowledgement of Receipt Form should be signed and emailed to the AOC Procurement Manager no later than **5:00 p.m. MDT on June 27, 2022**. 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 (RFP), the undersigned agrees that he or she has received a complete copy of this RFP, beginning with the title page, and ending with APPENDIX E.

The name and address below will be used for all correspondence related to this Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

Kerry Armour, Procurement Manager

Email: aockla@nmcourts.gov

Subject Line: New Mexico Judiciary Website Redesign, RFP #AOC-Website-001

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: _____

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:
SAMPLE CONTRACT TERMS AND CONDITIONS

The Agreement included in this Appendix C represents the contract the Administrative Office of the Courts intends to use to make an award to the successful Offeror. The Administrative Office of the Courts reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

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:

Email Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work [EXAMPLE]

[SEE RFP]

2. Compensation [ADJUST PAYMENT 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. The 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 the 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. The 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 FY23, and subsequent fiscal years, 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 (30) 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. The 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 six hundred dollars (\$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 the 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 the 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. The 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 of 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 has been followed.
13. Amendment This Agreement shall not be altered, changed, or amended except by an 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, the 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, proceedings, 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:

Celina Jones, General Counsel
Administrative Office of the Courts
202 E. Marcy St.
Santa Fe, NM 87501
Email: aoccaj@nmcourts.gov

To the Contractor:

Name
Business Name/Organization
Address:
City/State/Zip
Email:

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

Arthur W. Pepin, AOC Director

Date

Celina Jones, General Counsel

Date

CONTRACTOR

Name, Title

Date

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Yes _____

CRS # _____

No _____

By: _____
Taxation and Revenue Department

Date

**APPENDIX D:
COST RESPONSE FORM**

Description	Cost
NM Courts Website Design, Deployment, and Initial Support	
Additional Software Subscription/Licensing Costs, if any Detailed Description: Term:	
*Optional NM Courts Website Annual Hosting by Offeror	
*Optional NM Courts Website Support and Maintenance Year 1	
*Optional NM Courts Website Support and Maintenance Year 2	
*Optional NM Courts Website Support and Maintenance Subsequent Years	

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, and training to provide the goods and/or services described.

*The website can be hosted by the New Mexico Courts if desired. See 4.1(24) in Technical Specifications. The Offeror must provide the proposed cost of support and maintenance and hosting of the website, allowing New Mexico Courts to consider that approach.

APPENDIX E:
LETTER OF TRANSMITTAL FORM

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL. 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.)

RFP#: AOC-Website-001

1. Identify the following information for the submitting organization:

Offeror Name	
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 subcontractor 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;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section 11 of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP if any.

Authorized Signature

Date

(Must be signed by the individual identified in item #2.A, above.)