

Administrative Office of the Courts

Supreme Court of New Mexico



STATE OF NEW MEXICO

REQUEST FOR PROPOSALS (RFP)

AMERICANS WITH DISABILITIES ACT (ADA)
SELF-EVALUATION AND TRANSITION PLAN

RFP#: AOC-ADA-RFP#001

RFP Release Date: November 28, 2023

Proposal Due Date: January 29, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish a contract with a qualified professional firm through competitive negotiations to conduct a comprehensive and compliant ADA Self-Evaluation and Transition Plan of eighty (80) courthouses and ancillary buildings that are open to the public located in thirteen (13) Judicial districts within the New Mexico Judiciary, that the AOC owns or leases where the AOC operates state court programs, services, and activities. The ADA Self-Evaluation will consist of a detailed evaluation of the facilities, ancillary buildings, and rights of way to locate possible barriers to accessibility, and the ADA Transition Plan will detail the remediations necessary to comply with accessibility under ADA Title II.

B. BACKGROUND INFORMATION

Section 504 of the Rehabilitation Act of 1973 states that no person with a disability shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity that receives federal funding. E and F

The Americans with Disabilities Act of 1990 (ADA) was enacted as a civil rights statute and further extends Section 504 of the Rehabilitation Act of 1973 by prohibiting discrimination and denial of goods and services for people with disabilities, regardless of the funding source an entity may receive. There are five separate Titles of the ADA that cover different aspects of potential discrimination:

Title I – Employment

Title II – Public Services and Transportation

Title III – Public Accommodations

Title IV – Telecommunications

Title V – Miscellaneous

Title II of the ADA specifically addresses the requirement of ensuring all entities of state and local governments are accessible to those with disabilities. The AOC and the New Mexico Judiciary are defined as Title II entities under the ADA, and as such, must maintain accessibility in all their facilities, ancillary buildings, operations, activities, programs and services.

The ADA is the primary federal law that prohibits disability discrimination. As part of the ADA's complex statutory and regulatory regimen, the law includes requirements for the accessibility of physical spaces. These requirements are the ADA's Standards for Accessible Design or ADAAG.

The AOC is a public entity subject to Title II of the ADA, 42 U.S.C. §§ 12131 – 12134, and its implementing regulations, 28 C.F.R. Part 35 *et seq.* In 1991, the U.S. Department of Justice (DOJ) issued regulations based on ADA Accessibility Guidelines published by the U.S. Architectural and Transportation Barriers Compliance Board. 28 C.F.R. pt. 36. These guidelines now appear, for

example, in Appendix D to 28 C.F.R. part 36, as “1991 Standards for Accessible Design,” or simply the “1991 Standards,” *id.* § 36.104.

In 2010, DOJ revised its ADA regulations. Without abrogating the 1991 Standards, DOJ promulgated new regulations—the “2010 Standards”—that adopted newer ADA Accessibility Guidelines. See *id.* The 2010 Standards appear in Appendices B and D to 36 C.F.R. part 1191, and include the requirements of subpart D of 28 C.F.R. part 36. *Id.*

Congruent with the ADA, the New Mexico Judiciary is committed to removing barriers to accessibility in its facilities, programs, services, and activities to ensure equal access to justice. The ADA requires state and local governmental entities to perform self-evaluations of their existing facilities, operations, programs, services, and activities to determine if barriers exist for individuals with disabilities.

C. SCOPE OF PROCUREMENT

In accordance with the appropriate sections of the New Mexico Procurement Code (Chapters 13-1-28 through 13-1-1999 NMSA 1978 amended), and in accordance with ADA Title II, the AOC has issued herein a Request for Proposals (RFP) and is accepting sealed proposals from Offerors to retain a firm to conduct an ADA Self Evaluation and Transition Plan of the Supreme Court, Court of Appeals, Bernalillo County Metropolitan Courthouse, all district courts, and magistrate courts throughout New Mexico.

The consultant shall prepare the self-evaluation, compliance assessment, and transition plan in full compliance with the above laws and regulations, and related standards, requirements, and guidance documents from DOJ and other applicable sources. In preparing the self-evaluation, compliance assessment, and transition plan, the consultant shall also consult the U.S. Access Board’s report, Justice for All: Designing Accessible Courthouses, at: <https://www.access-board.gov/ada/additional-resources/designing-accessible-courthouses.html>

The Offeror will assist the AOC in developing the procedures, materials, and forms needed and conduct a comprehensive and compliant ADA Self-Evaluation and Transition Plan of eighty (80) courthouses and ancillary buildings located in thirteen (13) Judicial districts within the New Mexico Judiciary, on behalf of the AOC. The ADA Self-Evaluation will consist of a detailed evaluation of the facilities, ancillary buildings, and rights of way to locate possible barriers to accessibility, and the ADA Transition Plan will detail the remediations necessary to comply with accessibility under ADA Title II. Upon completion of the ADA Self-Evaluation, the Offeror will complete a final ADA Self-Evaluation Report. The ADA Transition Plan will be based on the findings of the Report. A full list of courthouse facilities requiring an ADA Self-Evaluation and ADA Transition Plan is included as Appendices E and F.

This RFP is issued along with AOC-ADA-RFP#002 to provide an ADA Self-Evaluation reviewing the online accessibility, program activities, policies and procedures of each of the courthouses. The Offeror will be expected to coordinate with the Offeror of AOC-ADA-RFP#002, in the event that they are separate entities, in compiling a unified ADA Transition Plan and recommendations and prioritization of identified areas requiring remediation. Coordination will be achieved through regular meetings, sharing of findings and resources, and effective communication between each Offeror and the AOC throughout the duration of each RFP.

The initial contract shall begin on the date signed by the AOC, and end one (1) year from the signature date. In the event the parties mutually agree that there is a need for an extension of the initial contract term, a negotiable extension shall be granted on a month-to-month basis until the Scope of Work has been completed in full.

This RFP will result in a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

AOC has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Renee Padilla

Telephone: (505) 827-4840

Email: aoccrp@nmcourts.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Proposal shall be submitted via email (or via electronic upload if too large to send via email) to the Procurement Manager.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“ADA”** means the Americans with Disabilities Act of 1990.

2. **“Agency”** means The Administrative Office of the Courts
3. **“Award”** means the final execution of the contract document.
4. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labeled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
8. **“Contractor”** means any business having a contract with a state agency or local public body.
9. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. **“DOJ”** means the United States Department of Justice.
12. **“Electronic Submission”** means a successful submittal of Offeror’s proposal via email or upload to the Procurement Manager.
13. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
17. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
21. **“AOC”** means the New Mexico Administrative Office of the Courts.
22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
24. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
25. **“Procuring Agency”** means the Administrative Office of the Courts.
26. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. **“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.
30. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
31. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
32. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
33. **“State (the State)”** means the State of New Mexico.
34. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
35. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
36. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the links below through your own internet connection.

<https://www.ada.gov/>

<https://www.ada.gov/law-and-regs/design-standards/2010-stds/>

<https://www.adaactionguide.org/index.php/resources>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	AOC	November 28, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	December 8, 2023
4. Deadline to Submit Written Questions	Potential Offerors	December 8, 2023
5. Response to Written Questions	Procurement Manager	December 18, 2023
7. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	January 29, 2024 3pm MST
8.* Proposal Evaluation	Evaluation Committee	January 30, 2024
9.* Selection of Finalists	Evaluation Committee	February 7, 2024
10.* Oral Presentation(s)	Finalist Offerors	February 8, 2024
11.* Best and Final Offers	Finalist Offerors	February 9, 2024
12.* Finalize Contractual Agreements and Contract Awards	Agency/Finalist Offerors	February 14, 2024
13.* Protest Deadline	AOC	February 19, 2024

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued by the State of New Mexico Administrative Office of the Courts on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors should e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Constance Renee Padilla at aoccrp@nmcourts.gov to have their organization placed on the procurement Distribution List. The form must be returned by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

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 shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT 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.

4. Response to Written Questions

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.2 and APPENDIX A).

The Questions and Answers will be posted to: <https://www.nmcourts.gov/court-administration/request-for-proposals>

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** Such electronic submissions will be considered sealed in accordance with statute.

Proposals must be submitted electronically via email. If the proposal is too large to attach to an email please contact the Procurement Manager for an online file upload link.

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.

6. Proposal Evaluation

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.

7. Selection of Finalists

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. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

8. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, will be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, Google Meet, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

9. Best and Final Offers

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.

10. Finalize Contractual Agreements and Contract Awards

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.

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 Department and State approval.

11. Protest Deadline

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. The protest must be directed to:

Kerry Armour
Protest Manager
(505) 412-9163
aockla@nmcourts.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are

used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. 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. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to

be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (Appendix C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential 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.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is canceled, all responses received shall be destroyed by the Agency or SPD.

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

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.5, Response to Written Questions).

27. 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 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.

- B. 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. 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>.
- 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 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.

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and

5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- A. 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:
 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;
 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:
 - a. 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;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. 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;
 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;
 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.
 - a. 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.
 - b. 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.
 - c. 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.)
- B. 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.

- C. The Contractor shall provide immediate written notice to the AOC 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.
- D. 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.
- E. 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.
- F. 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 AOC 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 AOC may terminate the involved contract for cause. Still further the AOC may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the AOC.

31. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** 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>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

The New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. ELECTRONIC SUBMISSION

1. Any proposal that does not adhere to the requirements of this Section II.B and Section III.C Proposal Content and Organization may be deemed non-responsive and rejected on that basis.
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. ***EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. The Technical Proposal SHALL NOT contain any Cost information.***
 - a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading.

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s

proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Oral Presentation
 - c. Mandatory Specification
 - d. New Mexico/Native American Resident Preferences

Cost Proposal:

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The ADA Self-Evaluation portion of the Scope of Procurement will include:

1. In preparing the self-evaluation, compliance assessment, and transition plan, the consultant shall give priority to the following areas while also understanding that other accessibility issues and concerns may exist in addition to these priorities. The Offeror will conduct on-site inspections and generate facility reports of eighty (80) courthouse facilities and applicable ancillary buildings as referenced in Appendices E and F to identify physical architectural obstacles inside the courthouses, ancillary buildings, and within the immediate surrounding public right of way areas:
 - **Parking, Approach, and Courthouse Entrance:** Access must be provided to the courthouse from parking areas, public sidewalks, or public transportation stops that abut or are located on court property. This can include installing accessible parking spaces, widening entrances, constructing ramps, or repairing sidewalks. If the main entrance to a courthouse cannot be made accessible, signage should be posted to direct visitors to the accessible entrance.
 - **Public and Program Access:** Access must be provided to and within the rooms and spaces where court programs, services, and activities are conducted, including: courtrooms; jury selection and juror assembly rooms; jury deliberation rooms; judges' benches; jury boxes; witness stands; and stations used by clerks, bailiffs, deputy clerks, court reporters, litigants, and counsel. This access can include installing assistive listening systems, Braille signage, or fire alarms with visual alerts in one or more courtrooms, or installing an elevator in an inaccessible building; Supporting facilities: holding cells; restrooms; court floor holding cells; restrooms; visitation rooms; cubicles; and communication devices; Security Systems: if metal detectors have been installed, provide an alternate means for people with disabilities who use mobility aids such as wheelchairs to pass through these systems such as the use of wands to conduct searches.
 - **Ancillary Areas and Restrooms:** A courthouse must include access to public use areas serving the buildings, including cafeteria/snack bars and restrooms. Restroom access includes installing accessible stalls, accessible entry doors, providing insulation for exposed pipes carrying hot water, adjusting the location of coat hooks, or installing grab bars and raised toilet seats.
 - **Additional Considerations:** A court must take other necessary measures needed to remove barriers to accessibility. These measures can include installing accessible

drinking fountains, installing no-slip surfaces where appropriate, providing accessibility to offices not generally used by the public, providing lactation rooms, and installing public telephones with volume control mounted at an accessible height.

The self-evaluation, compliance assessment, and transition plan shall include but not be limited to a physical accessibility assessment of AOC court houses, buildings, and other physical facilities open to the public. The self-evaluation, compliance assessment, and transition plan shall include the necessary steps to be taken by the AOC to remedy any physical barriers that may exist, the cost of such steps, and timeline for completion, including a prioritization of remediation as described herein.

The ADA Transition Plan portion of the Scope of Procurement shall include, but is not limited to:

1. Based upon the ADA Self-Evaluation Reports and data collected during the on-site inspections and AOC staff guidance, the Offeror will develop a comprehensive ADA Transition Plan wherein the following information will be included:
 - a) Determination of the level of ADA compliance required for each AOC building subject to the requirements of the ADA and conduct the necessary investigations of the areas of each building open to public access. Field investigations shall identify physical barriers within the public areas of AOC buildings and the public right of way that limit accessibility;
 - b) Detailed explanation of the specific methodology used during the ADA Self-Evaluation of each courthouse facility and public rights of way;
 - c) Facility reports of each courthouse facility including detailed findings of all physical architectural barriers and public rights of way barriers as a result of the methodology utilized during the ADA Self-Evaluation;
 - d) Standard drawings of each physical architectural barrier and their locations within each courthouse facility and rights of way;
 - e) Recommendations of remedial measures to correct accessibility barriers located at each courthouse facility and public rights of way;
 - f) Cost estimates to remediate the accessibility barriers located at each courthouse facility and public rights of way;
 - g) Prioritization order of the remediation measure located at each courthouse facility and public rights of way;
 - h) Assignment of responsibilities for repair/replacement;
 - i) Implementation schedule that includes measures of achievement or milestone timelines to be reached for each remediated barrier located at each courthouse facility and public rights of way;
 - j) Procedure for periodically reviewing and updating the Transition Plan;
 - k) Procedures for addressing ADA grievances and complaints;
 - l) Prepare and present findings for AOC as requested to develop an action plan.

- m) Recommendations and procedure for AOC to periodically review and updating the ADA Transition plan for each courthouse facility;

In addition to fulfilling the services described above in the ADA Self-Evaluation and ADA Transition plan, the Offeror shall adhere to the following in the Detailed Scope of Work:

1. The Offeror shall plan to attend at a minimum three (3) check-in meetings with AOC staff during the course of the scope of work: A kick-off meeting, interim progress meeting, and final completion meeting. Additional meetings may be required based upon the progress in each Judicial district and overall advancement of the scope of work.
2. Prior to the launch of the ADA Self-Evaluation and ADA Transition Plans in each judicial district, the Offeror will lead a community outreach campaign to assist the AOC in advising the public of the ADA Self-Evaluation and ADA Transition plan, providing an opportunity for interested parties, community members with disabilities, and disability advocates to provide input and participate in the ADA Transition plan process. Community outreach may include: public surveys, meetings, or public service announcements, to be conducted in-person, virtually, or both if necessary.
3. The Offeror will develop the procedures and forms needed to conduct a Self-Evaluation on behalf of the AOC.
4. Setup and maintain a project database, utilizing Microsoft Excel, Google Sheets, or other software approved by the AOC. The purpose of the database will be to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by AOC. The database shall include all aspects of the ADA Transition Plan, including but not limited to: ADA Self-Evaluation and ADA Transition Plans for each courthouse facility, barrier reports, reference drawings, standard drawings, diagrams, and photographs. The database shall become the property of the NM AOC once the ADA Transition Plan is complete.
5. Develop a NM AOC wide project map using AutoCAD or GIS for curb ramps. The map shall fully show distinct points for each identified barrier to access.
6. Throughout the scope of work, the Offeror shall provide pertinent materials as requested by the AOC.
7. Supplemental NM AOC and Court Staff Training: The scope of work is also intended to be an educational opportunity for AOC Title II Coordinators Office as well as select court staff (such as ADA Coordinators, Court Managers, and Court Executive Officers) in the courthouses and Judicial districts in which the ADA Self-Evaluation and ADA Transition Plans are being conducted. The Offeror shall provide supplemental training to relevant court staff in the following areas:
 - . Applicable government code, statutes and regulations;
 - a. Performing field investigations and inspections;
 - b. Preparation of ADA Compliance Assessment Reports;

- c. Using and maintaining the database;
 - d. Using and maintaining the project map;
 - e. Internal procedures for granting exemptions for AOC projects
 - f. Monitoring and updating the ADA Self Evaluation and Transition Plan
8. The AOC seeks to have the ADA Self-Evaluation and ADA Transition Plans for each courthouse completed within twelve (12) months after issuance of the Contract to the Offeror. If the Offeror deems this timeframe to be unattainable based on prior experience, a suitable completion date shall be clearly identified, and an explanation given to the AOC as to why the preferred completion date would be unattainable.
9. This RFP is issued along with AOC-ADA-RFP#002 to provide an ADA Self-Evaluation reviewing the online accessibility, program activities, policies and procedures of each of the courthouses. The Offeror will be expected to coordinate with the Offeror of AOC-ADA-RFP#002 in the event that they are separate entities, in compiling a unified ADA Transition Plan and recommendations and prioritization of identified areas requiring remediation. This cooperation extends to the requirements outlined above. Coordination will be achieved through regular meetings, sharing of findings and resources, and effective communication between each Offeror and the AOC throughout the duration of each RFP.

The AOC will direct and control the manner in which work is performed including conditions under which the Offeror will report to the Courthouses to perform evaluations, when and where, and the manner in which the evaluations will be performed, and the job assignments subject to the requirements of the AOC. The AOC will set the hours of work for the Offeror in accordance with the needs of the Courts statewide.

B. EVALUATION FACTORS

1. Organizational Experience (300 available points)

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with state government and 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 ADA Self-Evaluation and Transition Plan. All ADA Self-Evaluation and Transition Plans provided to private sector will also be considered;
- b) indicate how many ADA Self-Evaluation and Transition Plans have been installed in the last two years and what percentage of business revenue is derived from ADA Self-Evaluation and Transition Plans engagements.

- c) describe at least two project successes and failures of an ADA Self-Evaluation and Transition Plans engagement. Include how each experience improved the Offeror's services.

2. Mandatory Specification (300 available points)

- a) The Offeror must have experience with conducting ADA Self Evaluations of buildings, entrance, parking lots, rights of way, egress, ancillary areas and restrooms, and other areas of the facilities wherein members of the public access.
- b) The Offeror must have experience creating an ADA Transition Plan wherein deficiencies located in the ADA Self Evaluation will be outlined in detail for remediation of these deficiencies.
- c) The Offeror must have experience with creating detailed facility reports and standard drawings outlining deficiencies requiring remediation, along with detailed explanation of the specific methodology utilized to create the ADA Transition Plan.
- d) The Offeror must have experience developing a project map using AutoCAD or GIS for curb ramps, and the map shall show distinct points for each identified barrier to access.
- e) The Offeror must have experience maintaining a project database to facilitate ongoing monitoring and updating of the ADA Transition Plan.
- f) The Offeror must have experience with recommending remedial measures, along with the cost estimate, prioritization order and milestone timelines for each remedial measure, and creating an Action Plan for the Title II entity.
- g) The Offeror must have experience in creating a procedure for the Title II entity to follow for periodic updating and reviewing of the Transition Plan.
- h) The Offeror must have experience for addressing ADA grievances and complaints.
- i) The Offeror must have experience in conducting and participating in public outreach events before, during, and after the Scope of Work. Community outreach is to be conducted in-person, virtually, or both.
- j) The Offeror must have experience in training Title II entity staff in applicable government codes, statutes and regulations, performing field investigations and inspections, preparation of ADA compliance assessment reports, using and maintaining the database, using and maintaining the project map, internal procedures for granting exemptions for projects, and monitoring and updating the ADA Self Evaluation and Transition Plan.
- k) The Offeror must have experience with meeting strict deadlines and conducting large-scale projects in a limited time frame.

The Offeror must have experienced staff members specializing in ADA Title II, including architects, project managers, certified access specialists, IT and financial staff.

3. Oral Presentation (200 points available)

Finalist Offeror(s) will be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or

seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

4. Cost (200 points available)

Offerors must submit a separate cost document that details the project costs. Offerors will first be evaluated on the basis of professional qualifications and quality of the offer, and then by costs.

5. Letter of Transmittal Form (Pass/Fail)

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

6. Campaign Contribution Disclosure Form (Pass/Fail)

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.**

7. New Mexico/Native American Resident Preferences and New Mexico/Native American Resident Veteran Preferences (180 total points available)

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

A. New Mexico Resident Business Preference / Native American Resident Preference (80 points available)

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference (100 points available)

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

V. EVALUATION

1. 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.

Americans With Disabilities Act (ADA) Self-Evaluation and Transition Plan Evaluation Factors

Factor	Points / Pass / Fail	Comments
I. Organizational Experience	300 points available	
Points will be awarded based on Offeror's detailed description of relevant experience with state government and private sector ADA Self-Evaluation and Transition Plans. In addition, points will also be awarded based on Offeror's candid responses regarding prior projects successes and failures.		
II. Mandatory Specifications	300 points available	
Points will be awarded based on Offeror's documented qualifications and detailed responses specific to conducting ADA Self-Evaluation and Transition Plans		
III. Oral Presentations	200 points available	
Points will be awarded to Offeror's ability to clearly explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, and answer questions from the Evaluation Committee		
IV. Cost	200 points available	
Points will be awarded based upon a detailed cost document that details the project costs. Offerors will first be evaluated on the basis of professional qualifications and quality of the offer, then by costs.		
Letter of Transmittal	Pass/Fail	
Signed Campaign Contribution Disclosure Form	Pass/Fail	
Total Points	1000 total points available	
New Mexico Resident Business Preference / Native American Resident Preference	80 points available	
New Mexico/Native American Resident Veteran Preference	100 points available	

1. 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 as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

RFP#: AOC-ADA-RFP#001

This optional Acknowledgement of Receipt Form establishes a distribution list to 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 shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

Name: Renee Padilla

Email: aoccrp@nmcourts.gov

Subject Line: AOC-ADA-RFP#001

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (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
STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____ 2024 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. The Contractor shall perform the following work:
 - A. Project: The Contractor shall conduct a Self-Evaluation and assist in drafting an ADA Transition Plan:
 - 1) Self-Evaluation. The Contractor will conduct on-site inspections and generate facility reports of eighty-one (81) courthouse facilities and applicable ancillary buildings as referenced in Appendix A to AOC-ADA-RFP#001 to identify physical architectural obstacles inside the courthouses, ancillary buildings, and within the immediate surrounding public right of way areas. In preparing the self-evaluation, compliance assessment, and transition plan, the Contractor shall give priority to the following areas while also understanding that other accessibility issues and concerns may exist in addition to these priorities.
 - Parking, Approach, and Courthouse Entrance: Access must be provided to the courthouse from parking areas, public sidewalks, or public transportation stops that abut or are located on court property. This can include installing accessible parking spaces, widening entrances, constructing ramps, or repairing sidewalks. If the main entrance to a courthouse cannot be made accessible, signage should be posted to direct visitors to the accessible entrance.
 - Public and Program Access: Access must be provided to and within the rooms and spaces where court programs, services, and activities

are conducted, including: courtrooms; jury selection and juror assembly rooms; jury deliberation rooms; judges' benches; jury boxes; witness stands; and stations used by clerks, bailiffs, deputy clerks, court reporters, litigants, and counsel. This access can include installing assistive listening systems, Braille signage, or fire alarms with visual alerts in one or more courtrooms, or installing an elevator in an inaccessible building; Supporting facilities: holding cells; restrooms; court floor holding cells; restrooms; visitation rooms; cubicles; and communication devices; Security Systems: if metal detectors have been installed, provide an alternate means for people with disabilities who use mobility aids such as wheelchairs to pass through these systems such as the use of wands to conduct searches.

- Ancillary Areas and Restrooms: A courthouse must include access to public use areas serving the buildings, including cafeteria/snack bars and restrooms. Restroom access includes installing accessible stalls, accessible entry doors, providing insulation for exposed pipes carrying hot water, adjusting the location of coat hooks, or installing grab bars and raised toilet seats.
- Additional Considerations: A court must take other necessary measures needed to remove barriers to accessibility. These measures can include installing accessible drinking fountains, installing no-slip surfaces where appropriate, providing accessibility to offices not generally used by the public, providing lactation rooms, and installing public telephones with volume control mounted at an accessible height.

2) ADA Transition Plan. Based upon the ADA Self-Evaluation Reports and data collected during the on-site inspections and AOC staff guidance, the Contractor will develop a comprehensive ADA Transition Plan wherein the following information will be included:

- a. Determination of the level of ADA compliance required for each AOC building subject to the requirements of the ADA and conduct the necessary investigations of the areas of each building open to public access. Field investigations shall identify physical barriers within the public areas of AOC buildings and the public right of way that limit accessibility;
- b. Detailed explanation of the specific methodology used during the ADA Self-Evaluation of each courthouse facility and public rights of way;
- c. Facility reports of each courthouse facility including detailed findings of all physical architectural barriers and public rights of way barriers as a result of the methodology utilized during the ADA Self-Evaluation;

- d. Standard drawings or pictures of each physical architectural barrier and their locations within each courthouse facility and rights of way;
- e. Recommendations of remedial measures to correct accessibility barriers located at each courthouse facility and public rights of way;
- f. Cost estimates to remediate the accessibility barriers located at each courthouse facility and public rights of way;
- g. Prioritization order of the remediation measure located at each courthouse facility and public rights of way;
- h. Assignment of responsibilities for repair/replacement;
- i. Implementation schedule that includes measures of achievement or milestone timelines to be reached for each remediated barrier located at each courthouse facility and public rights of way;
- j. Procedure for periodically reviewing and updating the Transition Plan;
- k. Procedures for addressing ADA grievances and complaints;
- l. Prepare and present findings for AOC as requested to develop an action plan.
- m. Recommendations and procedure for AOC to periodically review and updating the ADA Transition plan for each courthouse facility;

B. Additional Requirements. In addition to fulfilling the services described above in the ADA Self-Evaluation and ADA Transition plan, the Contractor shall adhere to the following in the Detailed Scope of Work:

- 1) The Contractor shall plan to attend at a minimum three (3) check-in meetings with AOC staff during the course of the scope of work: A kick-off meeting, interim progress meeting, and final completion meeting. Additional meetings may be required based upon the progress in each Judicial district and overall advancement of the scope of work.
- 2) Prior to the launch of the ADA Self-Evaluation and ADA Transition Plans in each judicial district, the Contractor will lead a community outreach campaign to assist the AOC in advising the public of the ADA Self-Evaluation and ADA Transition plan, providing an opportunity for interested parties, community members with disabilities, and disability advocates to provide input and participate in the ADA Transition plan process. Community outreach may include: public surveys, meetings, or public service announcements, to be conducted in-person, virtually, or both if necessary.
- 3) The Contractor will develop the procedures and forms needed to conduct a Self-Evaluation on behalf of the AOC.
- 4) Setup and maintain a project database, utilizing Microsoft Excel, Google Sheets, or other software approved by the AOC. The purpose of the database will be to facilitate ongoing monitoring and updating of the

final comprehensive ADA Transition Plan by AOC and coordinate the drafting of a unified plan pursuant to the project details outlined in AOC-ADA-RFP#002. The database shall include all aspects of the ADA Transition Plan, including but not limited to: ADA Self-Evaluation and ADA Transition Plans for each courthouse facility, barrier reports, reference drawings, standard drawings, diagrams, and photographs. The database and all data collected in compiling the database shall become the property of the NM AOC once the ADA Transition Plan is complete.

- 5) Develop a NM AOC wide project map using AutoCAD or GIS for curb ramps. The map shall fully show distinct points for each identified barrier to access.
- 6) Throughout the scope of work, the Contractor shall provide pertinent materials as requested by the AOC.
- 7) Supplemental NM AOC and Court Staff Training: The Contractor shall provide training for AOC Title II Coordinators Office as well as select court staff (such as ADA Coordinators, Court Managers, and Court Executive Officers) in the courthouses and Judicial districts in which the ADA Self-Evaluation and ADA Transition Plans are being conducted. The Contractor shall provide supplemental training to relevant court staff in the following areas:
 - a. Applicable government code, statutes and regulations;
 - b. Performing field investigations and inspections;
 - c. Preparation of ADA Compliance Assessment Reports;
 - d. Using and maintaining the database;
 - e. Using and maintaining the project map;
 - f. Internal procedures for granting exemptions for AOC projects
 - g. Monitoring and updating the ADA Self Evaluation and Transition Plan
- 8) The AOC seeks to have the ADA Self-Evaluation and ADA Transition Plans for each courthouse completed within twelve (12) months after issuance of the Contract to the Contractor. If the Contractor deems this timeframe to be unattainable based on prior experience, a suitable completion date shall be clearly identified, and an explanation given to the AOC as to why the preferred completion date would be unattainable.
- 9) This Contract is the result of an RFP issued along with AOC-ADA-RFP#002 to provide an ADA Self-Evaluation reviewing the online accessibility, program activities, policies and procedures of each of the courthouses. The Contractor will coordinate with the Contractor of AOC-ADA-RFP#002 in the event that they are separate entities, in compiling a unified ADA Transition Plan and recommendations and

prioritization of identified areas requiring remediation. This cooperation extends to the requirements outlined above. Coordination will be achieved through regular meetings, sharing of findings and resources, and effective communication between each Contractor and the AOC throughout the duration of each RFP. Additionally, the Contractor shall provide assistance in ensuring data compatibility and fidelity with data gathered in conjunction with AOC-ADA-RFP#002 to support the creation of a unified plan.

- 10) The AOC will direct and control the manner in which work is performed including conditions under which the Contractor will report to the Courthouses to perform evaluations, when and where, and the manner in which the evaluations will be performed, and the job assignments subject to the requirements of the AOC. The AOC will set the hours of work for the Contractor in accordance with the needs of the Courts statewide.

1. Deliverables. Contractor shall provide:

- A. ADA Self-Evaluation consisting of physical assessment of eighty-one courthouses and listing barriers to accessibility under the ADA.
- B. ADA Transition Plan consisting of the level of compliance with the ADA at each courthouse and a prioritization of needed improvements as detailed more fully above.
- C. Training for court house staff and regional ADA Coordinators as detailed above.
- D. Community Outreach Campaign designed to solicit input from the community about the implementation of the Transition Plan
- E. Databases containing all information collected and used in performing the Self-Evaluation

2. Compensation.

- A. The AOC will reimburse the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, such compensation not to exceed \$_____), including gross receipts tax (*Note: this is a variable, not all contracts include GRT*), 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.

The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$_____.

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.

If additional funds become available during the fiscal year, this Agreement may be increased by up to \$_____ and these funds will be used for the provision of _____ services at the above referenced rates, including gross receipts taxes. Should this occur, the AOC will send a letter to the Contractor stating the increased amount and the purpose for which the funds shall be used.

- B. Payment is subject to the availability of funds in FY24, 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. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred using only the AOC-approved 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 (30th) day forward every thirty (30) days until payment on the original invoice is rendered. Payment of the original invoice amount terminates the 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 ____, until ____, 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 (4) 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 thirty-day (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 have 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 the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the 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:

NM Administrative Office of the Courts
202 E. Marcy Street
Santa Fe, NM 87501
Email:

To the Contractor:

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

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

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

Signed by the parties on the dates indicated:

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 # (11-digit) xx-xxxxxx-xx-x

No_____

By: _____
Taxation and Revenue Department

Date

APPENDIX D

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: AOC-ADA-RFP#001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

☐ No.

☐ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

☐ No.

☐ Yes. Identify entity/-ies: _____

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 V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date: _____

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

Appendix E:

List of New Mexico Judiciary Magistrate Courthouses

	Courthouse and Lease Term	Address	Building Square Footage	Parking Lot Square Footage	Ancillary Buildings	TOTAL Square Footage
1.	Alamogordo Magistrate Courthouse (06/30/2023 - 06/30/2027)	263 Robert H. Bradley Dr. Alamogordo, NM 88310	8,969	Sq. Footage Unknown	n/a	8,969
2.	Anthony Magistrate Courthouse (03/01/2022 - 04/30/2027)	220 Crossett Lane Anthony, NM 88021	4,452	Sq. Footage Unknown (20-22 general public and employee)	n/a	4,452
3.	Artesia Magistrate Courthouse (07/01/2017 - 06/30/2034)	109 North 15th St. Artesia NM 88210	3,805	Sq. Footage Unknown (24 public spaces)	n/a	3,805
4.	Aztec Magistrate Courthouse (10/01/2014 - 06/30/2033)	200 Gossett Drive Aztec, NM 87410	14,477	Sq. Footage Unknown (60 public spaces to be shared with Public Defender's Office, (4 of these spaces are ADA compliant) 34 secure spaces for court staff	n/a	14,477
5.	Bayard Magistrate Courthouse (07/01/2019 - 06/30/2034)	701 Central Ave. Bayard NM 88023	2,778	Sq. Footage Unknown (16 public spaces)	n/a	2,778

6.	Belen Magistrate Courthouse (lease expires 2051)	639 Becker Ave. Belen NM 87002	11,120	Sq. Footage Unknown	n/a	11,120
7.	Bernalillo Magistrate Courthouse (07/01/2021 - 06/30/2024)	1000 Montoya Rd. Bernalillo NM 87004	10,388	Sq. Footage Unknown(100 spaces)	n/a	10,388
8.	Carlsbad Magistrate Courthouse (07/01/2017 - 06/30/2034)	1949 South Canal St. Carlsbad, NM 88220	9,795	Sq. Footage Unknown (45 public spaces)	n/a	9,795
9.	Carrizozo Magistrate Courthouse <i>(no lease, Magistrate Court is located in the District Court building)</i>	300 Central Ave, Carrizozo, NM 88301	862 of the Lincoln County District Court plus share existing courtroom	Sq. Footage Unknown	n/a	862 (?)
10.	Chama Magistrate Courthouse (Month to Month lease)	2332 NM-17, Chama, NM 87520	3,370	Sq. Footage Unknown	Unknown	3,370
11.	Clayton Magistrate Courthouse (07/01/2017 - 06/30/2034)	836 Main St. Clayton NM 88415	3,770	Sq. Footage Unknown (20 public spaces)	n/a	3,770
12.	Cuba Magistrate Courthouse 07/01/2017 - 06/30/2034)	6354 US Highway 550 Cuba, NM 87013	3,870	Sq. Footage Unknown (20 public spaces)	n/a	3,870
13.	Deming Magistrate Courthouse 08/01/2015 - 07/31/2033	912 South Silver St. Deming NM 88030	3,869	Sq. Footage Unknown (35 parking spaces)	n/a	3,869

14.	Espanola Magistrate Courthouse (Lease expires 06/30/2031)	1125 Santa Clara Peak Rd. Espanola NM 87532	13,512	Sq. Footage Unknown (100 spaces, with room for additional 50)	n/a	13,512
15.	Eunice Magistrate Courthouse (lease expires 12/01/2031)	1008 12th St. Eunice NM 88231	5,554	Sq. Footage Unknown	Unknown	5,554
16.	Farmington Magistrate Courthouse (06/01/2017 - 06/30/2034)	950 West Apache Farmington NM 87401	12,200	Sq. Footage Unknown (85 spaces)	n/a	12,200
17.	Ft. Sumner Magistrate Courthouse (07/01/2022 - 06/30/2027)	282 East Ave B Ft. Sumner NM 88119	1,500	Sq. Footage Unknown (1 accessible parking, 1 private space for Judge, Public Parking on street)	n/a	1,500
18.	Gallup Magistrate Courthouse (lease expires 07/31/2031)	285 Boardman Dr. Gallup, NM 87031	22,667	Sq. Footage Unknown	Unknown	22,667
19.	Grants Magistrate Courthouse (month to month lease)	114 McBride Rd. Grants NM 87020	10,156	Sq. Footage Unknown (81 parking spots on north side of lot)	n/a	10,156
20.	Hatch Magistrate Courthouse (month to month lease)	5 Chili Capitol Lane Hatch, NM 87937	4,857 (3,000 is solely for Mag Court, shared)	Sq. Footage Unknown, lot is shared with Mag and Police Dept	n/a	3,000

			with Muni Court)			
21.	Hobbs Magistrate Courthouse (02/01/2022 - 06/30/2027)	2110 North Alto St. Hobbs NM 88240	7,036	Sq. Footage Unknown (65 spots)	n/a	7,036
22.	Jal Magistrate Courthouse (month to month lease)	3421 NM-18 Jal, NM 88252	1,885	Sq. Footage Unknown	Unknown	1,185
23.	Las Cruces Magistrate Courthouse (01/01/2019 - 12/31/2027)	110 Calle de Alegria Las Cruces NM 88005	41,498	Sq. Footage Unknown (300 spaces)	n/a	41,498
24.	Las Vegas Magistrate Courthouse (07/01/2017 - 06/30/2034)	1927 7th St. Las Vegas NM 87701	9,795	Sq. Footage Unknown (33 public, 13 staff, 2 secure areas for transport)	n/a	9,795
25.	Lordsburg Magistrate Courthouse (03/01/2022 - 06/30/2032)	420 W. Wabash St. Lordsburg, NM 88045	3,500	Sq. Footage Unknown (25 spaces for public and employees)	n/a	3,500
26.	Los Alamos Magistrate Courthouse 01/04/2010 - 12/31/2027)	2500 Trinity Dr. Suite D Los Alamos NM 87544	1,746 for Magistrate Court (building is shared with District and Muni Courts)	Sq. Footage Unknown (lot Shared with District and Muni Courts)	n/a	1,746
27.	Los Lunas Magistrate Courthouse	1206 Main St. NE Los Lunas, NM 87031	10,537	Sq. Footage Unknown	Unknown	10,537

	(04/24/2001 - 06/30/2032)					
28.	Lovington Magistrate Courthouse (lease expires 06/30/2053)	26 W. Ave. A Lovington NM 88260	10,700	Sq. Footage Unknown	Unknown	10,700
29.	Mora Magistrate Courthouse 07/2019 - 06/30/2049)	#10 Courtyard Dr. Mora NM 87732	5,663	Sq. Footage Unknown (37 spaces)	n/a	5,663
30	Moriarty Magistrate Courthouse (lease expires 10/31/2029)	1100 U.S. Rt. 66 Moriarty, NM 8703	6,380	Sq. Footage Unknown	Unknown	6,380
31.	Portales Magistrate Courthouse 01/01/2017 - 06/30/2035)	1700 North Boston Portales NM 88130	9,799	Sq. Footage Unknown (53 public, 7 for staff and Judges)	n/a	9,799
32.	Raton Magistrate Courthouse (07/01/2019 - 06/30/2049)	1413 S. Second St. Raton NM 87740	5,808	Sq. Footage Unknown (4 spaces)	n/a	5,808
33.	Reserve Magistrate Courthouse (month to month lease)	Junction of Hwy 12 & 435, Reserve, NM 87830	1,840	Sq. Footage Unknown (10 spaces)	n/a	1,840
34.	Roswell Magistrate Courthouse (02/01/2023 - 06/30/2030)	400 North Virginia Suite G-1 Roswell, NM	15,652	Sq. Footage Unknown (222 spaces for entire building)	n/a	15,652
35.	Roy Magistrate Courthouse	355 Chicosa St. Roy NM 87743	1,824	Public Street Parking		1,824

	07/01/2022 - 06/30/2032)					
36.	Ruidoso Magistrate Courthouse (lease expires 06/30/2052)	101 Service Rd. Ruidoso NM 88345	10,700	Sq. Footage Unknown	Unknown	10,700
37.	Santa Rosa Magistrate Courthouse (month to month lease)	1633 Historic Rt 66 Santa Rosa NM 88435	3,770	Sq. Footage Unknown	Unknown	3,770
38.	Silver City Magistrate Courthouse (lease expires 06/30/2028)	214 North Black St. Silver City, NM 88061	3,900	Sq. Footage Unknown	Unknown	3,900
39.	Socorro Magistrate Courthouse (month to month lease)	102 Winkler Socorro NM 87801	5,160	Sq. Footage Unknown	Unknown	5,160
40.	Springer Magistrate Courthouse (expires 10/2038)	(Unknown) New Courthouse opened Oct 2023	6,338	Sq. Footage Unknown	Unknown	6,338
41.	Truth or Consequences Magistrate Courthouse (lease expires 06/30/2035)	155 W. Barton St. T or C NM 87901	7,159	Sq. Footage Unknown (56 public spaces)	n/a	7,159
42.	Taos Magistrate Courthouse (lease expires 06/30/2029)	107 Albright St. Taos NM 87571	13,499	Sq. Footage Unknown (161 shared with District Court and DA's Office)	n/a	13,499

43.	Tucumcari Magistrate Courthouse (month to month lease)	122 W. Center Tucumcari NM 88401	3,800	Sq. Footage Unknown	Unknown	3,800
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Appendix F:
List of New Mexico Judiciary District and Metropolitan Courthouses

	Courthouse	Address	Building Square footage	Parking Lot square footage	Ancillary Buildings square footage	TOTAL Square Footage
1.	New Mexico Supreme Court and New Mexico Court of Appeals (Santa Fe location) <i>both courts share the same space</i>	237 Don Gaspar Ave. Suite 104 Santa Fe, NM 87501	71,868 total (old and new buildings)	Parking Lot: 5,000 sq feet Lawn 25,000 sq feet Garden 4,000 sq feet Sidewalks 7,000 sq feet	n/a	112,868
2.	New Mexico Court of Appeals (Albuquerque location)	2211 Tucker Ave NE Albuquerque, NM 87106	35,000	Estimated 5,000 sq. feet	n/a	40,000
3.	First Judicial District Courthouse (Santa Fe County)	225 Montezuma Ave. Santa Fe, NM 87501	20,897	Sq. Footage Unknown (Lower level of parking garage: 75 total spaces for Court Staff and County Custodial Staff)	n/a	20,897
4.	First Judicial District Courthouse (Los Alamos County)	2500 Trinity Drive Suite D Los Alamos NM 87544	8,200	Sq. Footage Unknown (Staff and Judge parking shared with City and County,	n/a	8,200

				unknown square footage or spaces. Public parking across street and accessible parking in front of building)		
5.	First Judicial District Courthouse (Rio Arriba County)	7 Mainstreet Tierra Amarilla NM 87575	4,250 (Upper Floor only)	Sq. Footage Unknown; 4 staff spaces, 1 Judge space and unknown spaces for Sheriff's Dept. (Public parking on street and two public lots within 3-4 blocks)	n/a	4,250
6.	Second Judicial District (Bernalillo County) Downtown Courthouse	400 Lomas Blvd NW Albuquerque NM 87102	272,000	Downtown Parking garage is privately owned, 100,000 square feet with 1,000 spaces. Garage is used by court staff.	n/a	272,000
7.	Second Judicial District (Bernalillo County) Children's Court Building	5100 2nd St. NW Albuquerque NM 87107	25,690 (Children's Court occupies 70% of 36,700)	Sq. Footage Unknown (Children's court: 51 parking spaces in secured area).	n/a	25,690
8.	Second Judicial District (Bernalillo County)	401 Roma Ave NW Albuquerque NM 87102	8,400 (Judicial Supervision &	Downtown Parking garage is privately owned, 100,000	n/a	16,800

	Judicial Supervision and Diversion Building		Diversion 6th Floor) 8,400 (JSDP basement records storage)	square feet with 1,000 spaces. Garage is used by court staff.		
9.	Third Judicial District (Dona Ana County)	201 W. Picacho Ave. Las Cruces, NM 88005	100,000	Sq. Footage Unknown	n/a	100,000
10.	Fourth Judicial District (Guadalupe County)	420 Parker Ave Suite 5 Santa Rosa, NM 88435	5,163	Sq. Footage Unknown (12 spaces for employees and Judges, visitors park on street	n/a	5,163
11.	Fourth Judicial District (San Miguel County)	496 W. National Ave Las Vegas, NM 87701	21,200	Sq. Footage Unknown	n/a	21,200
12.	Fifth Judicial District (Chaves County)	400 N. Virginia Roswell NM 88201	60,000	12,600 sq. feet (employee); 1,000 q feet (accessible); 76,050 sq feet (public)	n/a	149,650
13.	Fifth Judicial District (Eddy County)	102 North Canal Carlsbad, NM 88220	30,000	8,600 sq. feet (employee); 12,000 sq feet (public)	n/a	50,600
14.	Fifth Judicial District (Lea County)	100 N. Love St. Lovington, NM 88260	42,350	51,600 sq feet (employee); 92,000 sq feet (public)	n/a	185,950
15.	Sixth Judicial District (Grant County)	201 N. Cooper Street, 1st Floor	Basement: 11,351 1st Level: 10,712	West and South sides: 55,405 sq feet North Side:	n/a	43,503 building space; 57,858

		Silver City, NM 88061	2nd Level: 10,720 3rd level: 10,720	2,453 sq feet		parking space
16.	Sixth Judicial District (Hidalgo County)	<i>Emailed county managers / facility employees per Angelica Munoz</i>	Unknown	Sq. Footage Unknown	n/a	Unknown
17.	Sixth Judicial District (Luna County)	855 S Platinum Ave, Deming, NM 88030	23,523	42,950 sq. feet	n/a	66,473
18.	Seventh Judicial District (Catron County)	101 Main St. Reserve NM 87830	Unknown	Sq. Footage Unknown	n/a	
19.	Seventh Judicial District (Sierra County)	311 N. Date St. Truth or Consequences NM 87901	12,100	22,000 sq. feet	n/a	34,100
20.	Seventh Judicial District (Socorro County)	200 Church St. Socorro NM 87801	37,435	Sq. Footage Unknown	n/a	37,435
21.	Seventh Judicial District (Torrance County)	903 N. 5th St. Estancia NM 87016	21,010	Sq. Footage Unknown	n/a	21,010
22.	Eighth Judicial District (Colfax County)	1413 S. 2nd St. Raton, NM 87740	Possibly 16,872	Sq. Footage Unknown	n/a	16,872
23.	Eighth Judicial District (Taos County)	105 Albright St. Taos NM 87571	137,753 (includes Taos County Offices, DA's	Sq. Footage Unknown	n/a	Unknown what total square footage belongs solely to

			Office, County DWI, and other County Offices a nd Detention Center			the District Court
24.	Eighth Judicial District (Union County)	100 Court St. Clayton NM 88415	9,020 (historic building built in 1908-no restrooms on 1st floor) shared with DA	Sq. Footage Unknown	n/a	9,020
25.	Ninth Judicial District (Curry County)	700 N. Main Suite 11 Clovis NM 88101	26,920	47,495 sq feet (resurfaced 2022)	n/a	74,415
26.	Ninth Judicial District (Roosevelt County)	109 W. 1st St. Portales NM 88130	45,250 (includes annex)	68,000 sq feet (total of 3 parking lots)	n/a	113,250
27.	Tenth Judicial District (De Baca County)	Ave. C Fort Sumner, NM 88119	Unknown	Sq. Footage Unknown	n/a	Unknown
28.	Tenth Judicial District (Harding County)	4th and Pine St. Moquero, NM 87733	Unknown	Sq. Footage Unknown	n/a	Unknown
29.	Tenth Judicial District (Quay County)	300 S. 3rd St 2nd Floor Tucumcari, NM 88401	Unknown	Sq. Footage Unknown	n/a	Unknown
30.	Eleventh Judicial District (McKinley County)	207 W. Hill Ave. 2nd Floor Gallup NM 87301	Unknown	Sq. Footage Unknown	n/a	Unknown

31.	Eleventh Judicial District (San Juan County)	103 S. Oliver Dr. Aztec, NM 87410	Unknown	Sq. Footage Unknown	n/a	Unknown
32.	Twelfth Judicial District (Lincoln County)	300 Central Ave. Carrizozo, NM 88301	Unknown	Sq. Footage Unknown	n/a	Unknown
33.	Twelfth Judicial District (Otero County)	1000 New York Ave. Alamogordo, NM 88310	Unknown	Sq. Footage Unknown	n/a	Unknown
34.	Thirteenth Judicial District (Cibola County)	7000 E. Roosevelt Ave. Suite 60 Grants, NM 87020	Unknown	Sq. Footage Unknown	n/a	Unknown
35.	Thirteenth Judicial District (Sandoval County)	1500 Idalia Rd. Building A. Bernalillo NM 87004	Unknown	Sq. Footage Unknown	n/a	Unknown
36.	Thirteenth Judicial District (Valencia County)	1835 Highway 314 SW Los Lunas, NM 87031	Unknown	Sq. Footage Unknown	n/a	Unknown
37.	Bernalillo County Metropolitan Courthouse (Albuquerque)	401 Lomas Blvd. NW Albuquerque NM 87102	248,294	347,945 sq feet	Metro Park Retail Space: 21,272	269,566 building space; 347,945 parking space