

**THE TWELFTH JUDICIAL DISTRICT COURT OF THE
STATE OF NEW MEXICO**

REQUEST FOR PROPOSALS

Date: February 16, 2016

**For: COURT APPOINTED SPECIAL ADVOCATE (CASA) SERVICES
PROVIDER (LINCOLN & OTERO COUNTY CASA PROGRAM)**

Proposal Deadline: March 22, 2016 at 12:00 noon

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

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BACKGROUND INFORMATION

The Twelfth Judicial District Court (TJDC) is comprised of two counties: Lincoln and Otero with court locations in Carrizozo and Alamogordo, New Mexico. The mission of Court Appointed Special Advocate programs in New Mexico and nationally, is to support and promote effective court-appointed volunteer advocacy so that every abused or neglected child in New Mexico can be safe, establish permanence and have the opportunity to thrive. The work will be done in compliance with National CASA Association Standards for Local CASA Programs and in collaboration/cooperation with the New Mexico CASA Network. The goal of this CASA program is ultimately to provide a high-quality court-appointed volunteer advocate for every foster case in Lincoln and Otero County.

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

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

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

Before the award is made, the Twelfth Judicial District Court may conduct discussion with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without discussions.

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

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

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

If it becomes necessary to revise any part of the RFP or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The Twelfth Judicial District Court shall not issue a revision or supplement to the RFP less than seven

working days before the deadline set for the receipt of proposals, unless the Twelfth Judicial District Court extends the deadline.

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

Scope:

SECTION 1: REQUIREMENTS

The following is an overview of the requirements for the Twelfth Judicial District Court, CASA Program Offerors.

1.1 Program Components

The offeror shall:

- Detail its ability to coordinate, supervise, and service a Court Appointed Special Advocate (CASA) program for the Twelfth Judicial District for Lincoln and Otero Counties.
- Commit to providing the TJDC with fact-based written reports for every case assigned including: information gathered, recommendations opinions, advisements to Court and any other information requested by the Court.
- Detail how it will: actively recruit, train and retain volunteers who meet all qualifications to serve as Court Appointed Special Advocates; provide continuing education opportunities for volunteers; and ensure that volunteers complete a minimum of 12 hours of continuing education annually. Provide evaluation opportunities for both the volunteers' perception of the CASA program as well as an evaluation of their efficacy as a CASA volunteer.
- Detail how it will build community support.
- Detail how it will explore and initiate fund raising activities.
- Detail how it will provide for a CASA program evaluation.
- Commit to providing to the Court Executive Officer for the Twelfth Judicial District Court a monthly report with the following data: number of volunteers, number of cases assigned to volunteers, number of CASA reports filed with the Court, number of court hearing attended, number of training sessions held, number of volunteers trained, estimated volunteer hours, and the average number of placements per child, per quarter.
- Commit to providing to the Court Executive Office for the Twelfth Judicial District Court a report with the status and progress of the CASA program as requested.
- Commit to obtaining National CASA provisional membership prior to the start of FY 2017, should you be awarded the contract, and commit to obtaining full National CASA membership within one year of obtaining provisional membership.

- Commit to cooperate with the New Mexico CASA Network on site visits to ensure compliance with CASA standards. As well as support the Network.
- Commit to comply with all CASA standards as well as support the Network.

1.2 Financial Requirements

The selected offeror will be required to maintain all records (including source documentation) relating to services provided as evidence of costs incurred; it is the responsibility of the Contractor to assure that an accounting system is in existence which conforms to generally accepted accounting principles; procedures must be established and supporting documentation maintained to substantiate costs.

1.5 Contract Amount

The contract amount for services for one year shall not exceed the legislative appropriation. The appropriated funding for Fiscal Year 2017 is \$85,164.00. The appropriated funds for each year thereafter will not be known until the March preceding the next Fiscal Year. Selected offeror shall perform as an independent contractor for the entire term of the contract and is responsible for all state and federal taxes and any licenses or training costs.

1.6 Compensation

Payment will be made monthly upon receipt of a detailed statement (invoice) of services rendered, following the Twelfth Judicial District Court's Guidelines. Invoices must be submitted to the court no later than two weeks after the month end.

1.7 Experience and References

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

Response Deadline March 22, 2016 at 12:00 noon

Proposals must be received by the Court Executive Officer by the above date and time to be accepted for review. Proposals are preferred to be submitted electronically. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant unopened.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Costs

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Twelfth Judicial District Court 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 signed by the offeror's duly authorized representative addressed to the Court Executive Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Court Executive Officer will not disclose or make public any pages of a proposal which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

8. No Obligation

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

9. Termination

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

10. Sufficient Appropriation

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

11. Agreement

The Twelfth Judicial District Court requires that all offerors agree to be bound by the General Requirements contained in the RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

12. Governing Law

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

13. Basis for Proposal

Only information supplied by the Twelfth Judicial District Court in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

14. Contract Terms and Conditions

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

15. Offeror's Terms and Conditions

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

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Twelfth Judicial District Court and the selected offerors and will not be deemed an opportunity to amend the offerors proposal.

17. Offeror Qualifications

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

18. Right to Waive

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

19. Change in Contractor Representatives

The Twelfth Judicial District Court reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Twelfth Judicial District Court, representing the Contractor adequately.

20. Notice of Criminal Penalties

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

21. Right to Publish

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

22. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the Twelfth Judicial District Court and the State of New Mexico.

23. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email) and so any offeror must have a valid email address to receive correspondence.

PROPOSAL SUBMISSIONS

All proposals shall be communicated to: Katina Watson, Court Executive Officer, 1000 New York Avenue, Room 209, Alamogordo, NM 88310. Proposals can be in hard copy paper form, but are preferred in electronic format to aladkmw@nmcourts.gov.

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses

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

2. Number of Copies

Offerors shall deliver four (4) identical copies of their proposal on or before the closing date and time for receipt of proposals. Since it may be necessary to reproduce the original proposal to provide sufficient copies for review purposes the proposal must be unbound with no staples, paper clips, or fasteners. The proposal should not include anything that cannot be photocopied using automatic processors.

3. Proposal Format

In order to facilitate the analysis of responses to the RFP vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten on standard 8 ½ x11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

4. Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Evaluation Criteria
- e) Campaign Contribution Form
- f) Offeror's Additional Terms and Conditions (if any)
- g) Updated Resumes
- h) Professional and Personal References
- i) Other Supporting Material

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

5. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the RFP being responded to;
- b) identify the submitting firm;
- c) identify the name and title of the person authorized by the firm to contractually obligate the firm;

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

6. Resumes

If applicable, each proposal must attach the most recent resumes.

7. Professional and Personal References

Each proposal must provide two (2) professional reference letters and two (2) personal references. Through the references provided, the Twelfth Judicial District Court will evaluate the performance of and professionalism shown by the contractor for work performed for any of the courts or other state agencies in New Mexico.

8. Campaign Contribution Disclosure

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

SEQUENCE OF EVENTS

Issuance of RFP February 10, 2016

LOCATION:

Twelfth District Court, 1000 New York Avenue, Alamogordo, NM 88310

Deadline for Response	March 22, 2016 at 12:00 noon
Campaign Contribution Form Deadline	March 22, 2016 at 12:00 noon
Date of Evaluation	TBD
Preliminary Selection	TBD
Best and Final Proposals (if required)	TBD
Contract Award	TBD

EVALUATION

Process

A representative of the TJDC will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by offerors. Proposals can be in hard copy paper form, but are preferred in electronic format. All proposals

will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the TJDC and is final. The Court Executive officer may contact the offeror for clarification. The Evaluation Committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the evaluation committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If offerors are requested to submit best and final responses then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the TJDC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The TJDC will send an award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

Criteria

The following criteria and potential points awarded are clarified as follows.

1) Eligibility and Program Components	45 points
2) Financial Requirements	15 points
3) Experience and References	30 points
4) Presentation	<u>10 points</u>
TOTAL POINTS	100

LETTER OF TRANSMITTAL

RFP:

APPLICANT:

ADDRESS:

TELEPHONE:

FAX:

E-MAIL:

PROPOSAL DATE:

PROPOSAL DEADLINE:

FEDERAL TAX NUMBER:

NM GROSS RECEIPTS TAX NUMBER:

ACCEPTANCE:

ACKNOWLEDGEMENTS:

TOTAL COST AND CERTIFICATION

\$ _____

The proposer understands that the Second Judicial District Court reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

Signature

Date

CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007) any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181 the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182 if:

- 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process, or,
- 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a response to a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____
(Attach extra pages if necessary)

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)