

**Initially issued August 25, 2017  
Amendment issued September 20, 2017**

**First Amended Request for Proposals**

**No. 2018-0002-1 Contract Hearing Officer, Cibola County**

**For Hearing Officer or District Judge *Pro Tempore* Services in  
The Thirteenth Judicial District Court, Cibola County  
Commencing November 13, 2017.**

**Submittal Deadline:  
Noon (12:00 p.m.), October 25, 2017**

Offerors who submitted proposals under the initial RFP (RFP #2018-0002) need not re-submit their proposals to be considered for award under this amended RFP (RFP# 2018-0002-1).

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

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## **Background Information**

The Thirteenth Judicial District is comprised of three counties; Cibola, Sandoval, and Valencia with court locations in Grants, Bernalillo, and Los Lunas. The Thirteenth Judicial District Court (TJDC) is soliciting proposals from qualified individuals to provide services in Cibola County as Domestic Relations Hearing Officer, Child Support Hearing Officer, Domestic Violence Special Commissioner, Drug Court Special Master, Children's Court Special Master, and/or District Judge *pro tempore* for sixteen (16) to twenty (20) hours per week, as assigned. TJDC invites offerors who can satisfy the requirements set forth herein.

## **Solicitations 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 of the mandatory requirements 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, whether or not the offeror is the successful offeror.

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

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

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

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

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

**TJDC reserves the right to renew contracts for up to four additional years on a year-to-year basis. Selected proposal shall be eligible for up to a four (4) year contract from November 13, 2017, through June 30, 2021.**

## **Revisions and Withdrawals**

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 an offer shall provide written acknowledgment of receipt of any revisions or supplements. TJDC 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 TJDC extends the deadline.

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to Karl W. Reifsteck, CEO, Thirteenth Judicial District Court, P.O. Box 1089, Los Lunas, New Mexico 87031 or by email to Ms. Teri Marquez at lludmtm@nmcourts.gov. The revision or withdrawal must be signed by the person submitting the proposal.

## **Minimum Qualifications and Experience**

The Proposals shall, at a minimum, provide evidence that the following minimum qualifications and experience are met by the offeror:

- 1) Must be a graduate of a law school meeting the standards of accreditation of the American Bar Association; possess and maintain a license to practice law in the State of New Mexico.
- 2) Five (5) years of experience in the practice of law, with at least twenty (20%) percent in family law or domestic relations matters. Must be knowledgeable in the area of domestic violence matters.
- 3) Comprehensive knowledge of United States and New Mexico constitutions; federal law; New Mexico case law, statutes, rules, policies and procedures; Judicial Code of Conduct, Rules of Professional Conduct; court structure and operations; case flow management; New Mexico Judicial Branch Personnel Rules; problem solving and conflict resolution principles and techniques; computer software applications and general office practices
- 4) Exceptional skill in communicating effectively both orally and in writing with diverse individuals and groups; analyzing the facts of a case and applicable law; maintaining confidentiality and using discretion when dealing with sensitive information; maintaining professional demeanor and composure; using computer and computer software including word processing, case management and e-mail programs; working independently and collaboratively; managing time and resources effectively; planning and assigning work; problem solving and conflict resolution; persuading others using tact and diplomacy; identifying problems and solutions, implementing change, and monitoring situations to determine if solutions are effective. Ability to establish and maintain cooperative working relationships; adapt to high caseloads and high stress; solve problems constructively; accept constructive criticism and guidance; learn quickly and retain information; maintain accurate files and records; and apply problem solving and conflict resolution principles and techniques.

## Scope of Work

The selected offeror will:

- 1) Independently conduct hearings on petitions and motions in accordance with State of New Mexico rules and statutes;
- 2) Receive and evaluate pleadings and evidence presented both orally and in writing from litigants, witnesses, TJDC staff, and legal representatives.
- 3) Regulate the conduct of the hearing to allow equal opportunity for all parties to present their cases.
- 4) Formulate a recommendation on the cause of action.
- 5) Timely prepare and submit for filing a written report of the recommendations.
- 6) Conform to Canons 21-100 through 21-500 and 21-700 of the Code of Judicial Conduct as adopted by the New Mexico Supreme Court.
- 7) Act in accordance with the policy, procedure and protocol of Federal and State confidentiality guidelines, statutes and regulations as well as the policies and procedures contained within the TJDC Policies and Procedures Manual. Further, the successful offeror will be required to sign a Memorandum of Understanding regarding confidentiality.
- 8) Allow TJDC to audit files or records upon request.
- 9) Act as Domestic Violence Special Commissioner as assigned.
- 10) Act as Domestic Relations Hearing Officer as assigned.
- 11) Act as Children's Court Special Master as assigned.
- 12) Act as Special Master for the three Cibola County treatment Courts (Family Dependency Treatment Court, Adult Drug Court, and Juvenile Drug Court).
- 13) Alternatively offeror may substantially perform the duties listed in parts 9-12 of the Scope of Work, above, as a District Judge *pro tempore*, if applicable and if approved by the New Mexico Supreme Court.

## Financial Requirements

Accounting System: 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.

Reporting and Reimbursement: Reimbursement requests are due quarterly.

## Contract Amount

The contract amount for services for one year shall not exceed the legislative appropriation. 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 licensing or training costs.

## **Proposal Submission**

Offerors who submitted proposals under the initial RFP (RFP #2018-0002) need not re-submit their proposals to be considered for award under this amended RFP (RFP# 2018-0002-1).

The original proposal and three (3) copies must be submitted to:

*Karl W. Reifsteck, Court Executive Officer  
Thirteenth Judicial District Court  
P.O. Box 1089  
Los Lunas, NM 87031  
Fax (505) 865-0969  
Email (to Ms. Teri Marquez): lludmtm@nmcourts.gov*

**The RFP packet must be received no later than Noon (12:00 p.m.) on October 25, 2017.**

The Thirteenth Judicial District Court will record the date and time for every proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location until the due date and time. Proposals shall be signed and **sealed**, and envelopes or boxes containing proposals are to be marked as follows:

**"PROPOSAL FOR HEARING OFFICER OR DISTRICT JUDGE *PRO TEM* SERVICES FOR THE CIBOLA COUNTY DISTRICT COURT."**

Faxed or e-mailed proposals are acceptable.

**Proposals must be received by the above receipt date and time to be accepted for review.**

Requests for extensions of this deadline shall not be granted. Proposals received after the above receipt date and time will not be accepted and will be returned to the applicant unopened.

The applicant's original proposal must be unbound with no staples, paper clips, fasteners, or heavy or lightweight paper stock within the document itself. It may be necessary to reproduce the original proposal to provide sufficient copies for review purposes. Therefore, the applicant should not include anything that cannot be photocopied using automatic processors. Such items include anything stapled, folded, pasted, or in a size other than 8-1/2" x 11" on white paper and heavy or lightweight paper that could disable the photocopy machine and/or become destroyed. Odd-sized attachments of any kind will not be copied. Excessive or over-sized material, e.g., posters, videotapes, audiotapes or CDs should not be included.

## **Proposal Format**

The proposal must contain the following:

**A. The Letter of Transmittal which must:**

(1) Identify the RFP as follows:

**(For Hearing Officer or District Judge *Pro Tem* services in the Thirteenth Judicial District Court, Cibola County commencing November 13, 2017.);**

(2) Identify the applicant;

(3) Identify the applicant's address, telephone, fax, and email (if applicable);

(4) Indicate the date of the proposal and the deadline for submission;

(5) Include offeror's federal tax identification number and New Mexico Combined Reporting System (CRS) number;

(6) Explicitly indicate acceptance of all requirements of the RFP including a statement that the offeror agrees to provide all services and adhere to all requirement, specification, terms and provisions set forth in this request for proposal; and,

(7) Acknowledge receipt of any and all amendments to this RFP.

**B. A Conflict Management Plan** which describes how offeror will identify and manage conflicts of interest with past clients and cases, and avoid the appearance of impropriety in conformity with the Code of Judicial Conduct as required in part 6 of the Scope of Work. This plan must also include a description of the ongoing private practice of law that offer plans to undertake if offeror's proposal is a successful proposal under this RFP.

**C. Campaign Contribution Disclosure Form (Appendix B)**

**D. New Mexico Employees Health Coverage Form, if applicable (Appendix C)**

**E. List of three (3) Professional References** with current telephone and email contact information.

Any proposal that does not adhere to this format and does not address each specification and requirement within the entire RFP may be deemed nonresponsive and rejected on that basis. All material submitted in response to this RFP becomes the property of the State of New Mexico and the Thirteenth Judicial District Court. Each offeror, by making a proposal, represents that the offeror has read and understands all the proposal requirements and the proposal thereby submitted.

## **Evaluation of Proposals**

A representative of TJDC will open the proposals immediately after the deadline and will record them in the proposal log. The representative will perform a preliminary review of the proposals to determine compliance with the mandatory requirements of the RFP. Representatives of TJDC will review all proposals and evaluate each according to the evaluation criteria.

The contents of any proposal shall be kept confidential during the evaluation process.

After the selection of a proposal, the register of proposals shall be open to public inspection. An offeror may request in writing that confidential data contained in its proposal not be disclosed. Any confidential data shall accompany the original proposal. The confidential data shall be

readily separable from the original proposal in order to easily allow eventual public inspection of the non-confidential portion of the proposal.

All proposals received by TJDC on or before the submission deadline shall become the property of TJDC and shall not be returned to the applicant. TJDC shall have the right to use any or all ideas contained in the proposal. Acceptance or rejection of a proposal shall not affect this right.

All proposals submitted to TJDC will be evaluated by an evaluation team according to an established set of weighted evaluation factors described below. The Thirteenth Judicial District Court may request an oral presentation of a proposal. It is important that proposals address each item in the, particularly in the scope of work, in sufficient detail to provide the best possible evaluation. The Thirteenth Judicial District Court may contract with one offeror or with multiple offerors.

The proposal evaluation criteria will be based on a total of one-hundred (100) points.

The following areas will be rated against the total points as indicated:

- A. Response to Program Components (45 points)**  
(Raters shall ensure that all mandatory program components and subsequent elements as outlined in the scope of work are addressed and that each area is explained in adequate detail.)
- B. Program Budget (15 points)**  
(Points will be awarded by dividing the lowest offeror's bid by the bid being evaluated and multiplying the result by the total available points)
- C. Offeror Experience/References (30 points)**  
(Raters shall review previous experiences and any references. Please provide names of three (3) professional references)
- D. Written/Oral Presentation of Proposal (10 points)**  
(Raters shall take into consideration content, thoroughness of presentation and ability to answer questions.)

## **Notification of Selection and Rejection**

The Thirteenth Judicial District Court will send an award letter to the successful offeror and will send regret notifications to unsuccessful offerors.



**APPENDIX A**

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**LETTER OF TRANSMITTAL**

**RFP:**

**APPLICANT:**

**ADDRESS:**

**TELEPHONE:**

**FAX:**

**E-MAIL:**

**PROPOSAL DATE:**

**PROPOSAL DEADLINE:**

**FEDERAL TAX NUMBER:**

**NM GROSS RECEIPTS TAX NUMBER:**

**ACCEPTANCE:**

**ACKNOWLEDGEMENTS:**

**APPENDIX B**

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**TOTAL COST AND CERTIFICATION**

\$ \_\_\_\_\_

The proposer understands that the Thirteenth 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)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Date)*

## APPENDIX C

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### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build a project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body.

This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed 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 of the Procurement Code 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 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 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 additional 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 \_\_\_\_\_

**APPENDIX D**

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**New Mexico Employees Health Coverage Form**

1. For all contracts solicited and awarded on or after January 1, 2008: 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: (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or; (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or; (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
  
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
  
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenwemexico.state.nm.us/default.aspx>
  
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_

Date \_\_\_\_\_