

**STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT
REQUEST FOR PROPOSALS
STATE FISCAL YEAR 2019
RFP NO. 2019-1
CRIMINAL JUSTICE SYSTEM AUDIT REQUEST FROM
THE OFFICE OF THE STATE AUDITOR**

Release Date: July 13, 2018
Acknowledgement of Receipt Deadline: July 16, 2018
Mandatory Pre-Proposal Conference: July 18, 2018 @ 10:00 A.M.
Deadline for Submission of Proposals: August 6, 2018 @ 4:00 P.M.

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**REQUEST FOR PROPOSALS
CRIMINAL JUSTICE SYSTEM AUDIT REQUEST FROM
THE OFFICE OF THE STATE AUDITOR
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I. INTRODUCTION

A. SECOND JUDICIAL DISTRICT COURT

The Second Judicial District Court (“Court”) has general jurisdiction over Bernalillo County, is located in Albuquerque, NM, and was created pursuant to NMSA 1978, Section 34-6-1 (1992).

B. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (“RFP”) is to solicit proposals, in accordance with the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq. The Court is requesting proposals, including statements of qualifications and performance data, from national, local, state, private, and/or public organizations (“Offerors”) that by reason of their skill, knowledge, and experience are able to furnish services in accordance with the Scope of Work set forth in this RFP.

C. SUMMARY OF SCOPE OF WORK

The Court is seeking professional audit services pursuant to the Office of the State Auditor’s (“OSA”) designation of the Court for a “special audit engagement,” which is intended to assess issues regarding crime and recidivism in Albuquerque. The designation letter dated May 23, 2018 from the State Auditor is attached as **Exhibit A**. The original Scope of Work set forth in **Exhibit A** was later modified by the State Auditor, and the revised Scope of Work is fully detailed in **Exhibit B** of this RFP. Along with the Court, the OSA has designated six other agencies (Bernalillo County Metropolitan Court, Law Offices of the Public Defender, Bernalillo County District Attorney, Albuquerque Police Department, Bernalillo County Metropolitan Detention Center, and Bernalillo County Sheriff’s Department) for special audit engagements in order to “identify weaknesses in the [criminal justice] system from arrest to confinement which [the Auditor believes] are reducing the overall effectiveness of criminal justice activities by each agency.” (**Exhibit A**)

While the OSA has designated multiple agencies for this special audit engagement, the scope of the Court’s audit has been tailored to fit the Court’s unique role and duties. This tailored scope is detailed in **Exhibit B**.

D. SCOPE OF PROCUREMENT

The scope of this procurement is to establish a rate for services from qualified Offerors for an initial period not to exceed approximately **one (1) year**. Subject to available funding, and as may be needed in order to complete the Scope of the Special Audit, the Court in its discretion may renew the term of the contract for up to **three (3) additional years**. Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist or as otherwise allowed under the terms of the Contract. Such termination will be effected by sending written notice to the Contractor (defined below). The Court’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

The initial term of the Contract will end on **June 30, 2019**, regardless of when the Contract is initiated. In no case will any Contract, including any extensions thereof, extend beyond **July 31, 2022**.

E. PROCUREMENT MANAGER

The Court Executive Officer has designated the following Procurement Manager who is responsible for this procurement:

Farah French
Procurement Manager
Bernalillo County Courthouse
P.O. Box 488
Albuquerque, New Mexico 87103-0488
Telephone: (505) 841-7466
FAX: (505) 841-6770
Email: albdxf@nmcourts.gov

All deliveries via hand-delivery or express carrier should be addressed as follows:

Farah French
Procurement Manager
Bernalillo County Courthouse
Room 325
400 Lomas Blvd. NW
Albuquerque, NM 87102

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing or by e-mail. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. No other state employee has the authority to respond on behalf of the Court and should not be contacted concerning this RFP.

F. DEFINITIONS

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

“Award” means the final execution of a Contract.

“Court” means the Second Judicial District Court.

“Court Business Hours” means 8:00 a.m. through 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, whichever is currently being used for the dates provided in this RFP.

“Court Executive Officer” means the Executive Officer of the Court.

“Contract” means the agreement for the provision of services being solicited by this RFP to be entered into by and between the Court and the Contractor.

“Contractor” means a successful Offeror that receives a Contract and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the defined contracted services.

“Determination” means the written decision of the Procurement Manager, including findings of fact supporting a decision. The Determination becomes part of the RFP file to which it pertains.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“Evaluation Committee” means a committee appointed by the Court Executive Officer to perform the evaluation of the Offerors’ proposals in response to this RFP.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Court Executive Officer for the Contract award.

“Finalist” is an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“IPA” means an Independent Public Accountant as defined in NMAC 2.2.2.7(Y).

“Key Personnel” mean all senior personnel of the Contractor assigned to the Contract.

“Mandatory Pre-proposal Conference” means the Offeror must attend the conference in person or will result in the rejection of the Offeror’s proposal.

“Offeror” is any person or entity, including its or their affiliates, who chooses to submit a proposal in response to this RFP.

“Procurement Code” means the New Mexico Procurement Code set forth in Sections 13-1-28 through 13-1-199 of the New Mexico Statutes Annotated 1978, as amended.

“Procurement Manager” means the person or designee authorized by the Court Executive Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals. The name and contact information for the Procurement Manager is set forth in Section I, Paragraph E hereof.

“Receipt” means the form of receipt attached hereto as **Exhibit C** to be signed by the Offerors acknowledging their receipt of this RFP and interest in being included in the distribution service list for this RFP.

“Request for Proposals” or **“RFP”** means collectively all documents, including those attached or incorporated herein by reference, used for soliciting proposals.

“Responsive Offeror” means an Offeror who submits a Responsive Proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate for the satisfactory delivery of the services and/or items of tangible personal property described in this RFP.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP. “Material respects” include, but are not limited to, price, quality, quantity, or delivery requirements.

“Sealed Proposal” means a non-electronic form of a responsive submission proposal by the Offeror. The Proposal is enclosed in an envelope or a box that is completely sealed in a way that nothing can be added or removed. Any opened package or broken sealed packaged will NOT be accepted by the Court.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS¹

	:	Date
1. Issuance of RFP	Court	July 13, 2018
2. Acknowledgement of Receipt of RFP and Request to be Included on Distribution Service List	Potential Offerors	July 16, 2018
3. Mandatory Pre-Proposal Conference	Potential Offerors	July 18, 2018 @ 10:00 AM
4. Deadline to Submit Questions	Potential Offerors	July 18, 2018 @ 5:00 PM
5. Response to Questions	Court	July 19, 2018
6. Deadline for Submission of Proposals	Offerors	August 6, 2018 @ 4:00 PM
7. Proposal Evaluation	Evaluation Committee	On or about August 7, 2018
8. Selection of Finalist(s)	Evaluation Committee	On or about August 7, 2018
9. Best and Final Offers	Finalist	August 10, 2018
10. Finalist(s)' Oral Presentations	Finalist/Evaluation Committee	August 10, 2018
11. Notice to Successful Finalist(s) and to Other Offerors	Court	On or about August 10, 2018
12. Finalize Contract(s)	Court/Successful Finalist(s)	Following Selection of Finalist
13. Contract Award(s)	Court/Successful Finalist(s)	Upon Execution of Contract(s)
14. Protest of Award Deadline	Offerors	Within 15 days of notice of Contract Award

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A above.

1. Issuance of RFP

This RFP is being issued by the Court. Copies of the RFP can be obtained from the Procurement Manager and will be posted on the Court's website:

2. Acknowledgement of Receipt of RFP and Request to be Included on Distribution Service List

Potential Offerors should hand-deliver, return by facsimile or by e-mail the Acknowledgement of Receipt of

¹ The Procurement Manager will make every effort to adhere to the outlined schedule.

Request for Proposals Form (“Receipt”) that accompanies this RFP as **Exhibit C** in order to have their respective organizations placed on the procurement distribution service list. The Receipt should be signed by an authorized representative of the potential Offeror’s organization, dated, and returned on or before **July 16, 2018**. The Court utilizes e-mail as its method of communication with potential Offerors who are on the service list; however, the Court will accept communications from potential Offerors by fax, United States mail, or hand-delivery. All potential Offerors, who timely submit a Receipt to the Court shall be placed on its e-mail distribution list for purposes of this RFP. Potential Offerors are not required to participate in this service list in order to submit a proposal in response to this RFP; participation on the service list is purely voluntary.

3. Mandatory Pre-Proposal Conference

The Court will conduct a mandatory pre-proposal conference to answer questions regarding this RFP or the RFP process. Potential Offerors are required to participate in this Pre-Proposal Conference as a prerequisite to submitting a proposal in response to this RFP. The Pre-Proposal Conference shall be held at the time and place set forth below subject to change and prior notification by the Procurement Manager in his/her discretion.

Date – **July 18, 2018**
Time – **10:00 AM**
Location – Bernalillo County Courthouse
Conference Room 325
400 Lomas Blvd. NW
Albuquerque, NM 87102

4. Deadline to Submit Questions

Potential Offerors may submit written questions regarding this RFP on or before **5:00 PM Mountain Daylight Time on July 18, 2018**. All questions must be addressed to the Procurement Manager. Responses will be e-mailed to all potential Offerors who have timely requested to be included on the distribution service list.

5. Response to Questions

The Procurement Manager shall respond on **July 19, 2018** to all written questions that are submitted timely by sending an e-mail to all potential Offerors who are on the distribution service list.

6. Submission of Proposal

All offeror’s proposals must be received for review and evaluation by the procurement manager or her designee no later than 4:00 pm mountain daylight time on August 6, 2018. Proposals received after this deadline will not be accepted. The date and time of receipt by the Court will be recorded on each proposal. Proposals submitted by facsimile will not be accepted. A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to Contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee using the criteria set forth in this RFP. This process will take place on or about **August 7, 2018**. At that time, in accordance with NMSA 1978, Section 13-1-115, the Procurement Manager may, at her sole option, initiate discussions with Offerors who submit Responsive or potentially Responsive Proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Except in response to inquiries or requests from the Procurement Manager as part of the evaluation process, until the award is made and notice is given to all Offerors, no employee, agent, or representative of an Offeror shall discuss its proposal with any judge, employee, agent, or representative of the Court.

8. Selection of Finalist(s)

The Evaluation Committee will select and the Procurement Manager will notify the Finalist(s) on or about **August 7, 2018**. Only Finalist(s) will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers From Finalist(s)

The Procurement Manager, in his/her sole discretion, may ask the Finalist(s) to submit revisions to their proposals for the purpose of obtaining best and final offers by **August 10, 2018**.

10. Finalist(s)' Oral Presentations

The Procurement Manager may in her discretion direct each Finalist to present an Oral Presentation of its Best and Final Offer on **August 10, 2018**. The Evaluation Committee and the Procurement Manager shall make a Determination of the best offer(s).

11. Notice to Successful Finalist(s)

On **August 10, 2018**, the Procurement Manager shall notify the successful Finalist(s) that its proposal(s) has been chosen in response to this RFP. One or more Finalists may be chosen to provide the services being sought by the Court under this RFP. In addition, on **August 10, 2018**, the Procurement Manager shall provide written notice to all other Offerors who submitted proposals in response to this RFP, but whose proposals were not chosen, of the pending award(s) to the successful Finalist(s).

12. Finalize Contract(s)

The Contract(s) will be finalized with the Finalist(s) with the best offer(s) following the selection of the Finalist(s). In the event that mutually agreeable terms cannot be reached within the time specified, the Court reserves the right to finalize a Contract with the next best finalist without undertaking a new procurement process.

13. Contract Award(s)

The Contract(s) shall be awarded to the Offeror or Offerors whose proposal(s) is most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points in accordance with the scoring criteria set forth in this RFP. The award(s) shall be contingent upon successful negotiation and execution of a final Contract(s) between the Court and the Offeror(s) whose proposal(s) is accepted by the Court. In addition, each award and Contract is subject to appropriate State approvals.

14. Protests of Award Deadline

Any Offeror who considers itself aggrieved in connection with this RFP or the award of the Contract pursuant to this RFP may protest to the Court Executive Officer. Any protest of the award of the Contract based on this RFP must be made in writing and in accordance with the Procurement Code. The Court Executive Officer or her designee is required by NMSA 1978, Sections 13-1-175 and 13-1-176 to issue a prompt determination relating to the protest and to mail a copy of the determination to the protestant and to the other Offerors involved in the procurement.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Procurement Code.

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 also constitutes acceptance of the Evaluation Factors contained in Section IV(B) of this RFP.

2. Incurring Cost

The Court shall not be responsible for any costs or expenses incurred by an Offeror in responding to this RFP. Any costs incurred by an Offeror in the preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Contractor Responsibility

Any Contract that may result from this RFP shall specify that the Contractor is solely responsible for fulfillment of the Contract with the Court. The Court will only make Contract payments to the Contractor.

4. Subcontractors

Use of subcontractors for services must be clearly explained in the proposal, and all subcontractors must be identified by complete business name, address, and telephone number. All subcontractors will also be required to execute a Campaign Contribution Disclosure Form, **Exhibit D** hereto. In any event, the Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Subcontractors may be added during the Contract term with the prior written approval of the Court.

5. Amended Proposals

Offerors may submit amended proposals 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. No amended proposal will be accepted after the deadline for receipt of proposals. No employee of the Court will merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposals

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 and addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposals Firm

Responses to this RFP, including proposal prices, will be considered firm for **ninety (90) days** after the due date for receipt of proposals or, if one is submitted, **sixty (60) days** after receipt of a best and final offer.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a Contract(s) is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has clearly stamped or imprinted "proprietary" or "confidential," subject to the following requirements:

- a. 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, NMSA 1978, §§ 57-3A-1 to 57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
- b. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Court shall examine the Offeror's request and make a written determination that specifies the portions of the requested data that should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the requested data will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the Court, the State of New Mexico, or any of its agencies to the eventual acquisition, procurement, rental, lease, purchase, etc., of any services, equipment, software, or products offered until a valid written Contract is awarded and approved by the appropriate authorities.

10. Sufficient Appropriation

Any Contract(s) 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 Court's decision as to whether sufficient appropriations and authorizations are available shall be in the Court's sole discretion and will be accepted by the Contractor as final.

11. Legal Review/Advice

The Court requires that all Offerors agree to be bound by the terms and conditions of this RFP. Any Offeror's concerns must be promptly brought to the attention of the Procurement Manager. No 10 communications or representations of or from the Court or its Procurement Manager shall be construed as constituting legal advice to the Offerors of the potential legal effect and consequences of this RFP, any response to this RFP, or any Contract(s), which may be awarded as a result of this RFP. It is Offeror's responsibility, in its discretion, to seek the advice and review of any such matters with its own legal counsel.

12. Governing Law

This RFP and any Contract(s) that may result shall be governed by the laws of the State of New Mexico and applicable Federal law.

13. Basis for Proposal

Only information supplied in this RFP or in writing by the Procurement Manager should be used by the Offeror as the basis for the preparation of the Offeror's proposal.

14. Contract Terms and Conditions

Awards shall be contingent upon successful negotiation of a final Contract(s) between the Court and the Offeror(s) whose proposal(s) is accepted by the Court, subject to approval by the State Auditor and any other appropriate State approvals. The Contract(s) between the Court and the Contractor will generally be the form of Contract required by the State Auditor and which can be found at https://www.saonm.org/procuring_contracts website.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in the Contract negotiated with the Court and that is subject to the approval of the State Auditor.

16. Contract Deviations

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

17. Offeror Qualifications

The Evaluation Committee may make such investigations as are necessary to determine the ability of any 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.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities in the form of proposal of any Offeror selected for award, which do not materially alter the price, quality, or quantity of the services offered. 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/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The Court reserves the right to require a change in a Contractor's representatives if the assigned representatives are not, in the sole opinion of the Court, meeting its needs adequately.

20. Notice

The Procurement Code 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. Court's Rights

The Court reserves the right to accept all or a portion of an Offeror's proposal.

22. Publicity

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

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Court and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned by the Court after the expiration of the protest period upon the Court's receipt of written request for the return of such information by the non-selected Offeror.

24. RFP Revisions and Supplements/Acknowledgement of Amendments

The Court reserves the right to amend or supplement this RFP in its discretion and in accordance with the Procurement Code and the Procurement Regulations. If it becomes necessary to revise any part of this RFP or if additional information is necessary to clarify any provision of this RFP, the revisions or additional information shall be provided by the Court via e-mail to all individuals or entities that are on the distribution service list.

25. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors must have a valid e-mail address to receive this correspondence.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the version maintained by the Court, the version maintained by the Court shall govern.

27. Cancellation of RFP/Rejection of Proposals

This RFP is subject to cancellation at any time for any reason and any and all proposals may be rejected in whole or in part, without prior notice if, in the sole discretion of the Court, to do so is in the best interest of the Court or the State of New Mexico.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF PROPOSALS

Each Offeror shall submit only one (1) proposal.

B. NUMBER OF COPIES

Offerors shall submit one (1) unbound original and seven (7) clipped/stapled copies of a completed proposal including all required forms and other attachments. The original proposal with original signatures shall be labeled as “original.” Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Court’s “Criminal Justice System Audit Request from The Office of the State Auditor RFP No. 2019-1.”

C. PROPOSAL FORMAT

Each proposal must be typewritten (in a font no less than 11 point) on 8.5 x 11 white paper, single-spaced, no more than thirty (30) pages (not including any supporting materials), and numbered sequentially from beginning to end. All copies shall contain all information presented in the original. The original and all copies shall be submitted to the Procurement Manager, at the address set forth in Section I above.

1. Proposal Organization

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

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (optional)
- d. Response to Technical Specifications/Scope of Work
- e. Response to Mandatory Specifications
- f. Response to Contract Terms and Conditions (including defined terms)
- g. Offeror's Additional Terms and Conditions
- h. Other Supporting Material (any additional information that the Offeror would like to include)

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 this 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 that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

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

- a. Identify the submitting organization, its name, address and phone number;
- b. Identify the name, and title, email address, and telephone number of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, email address, and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d. Explicitly indicate the Offeror’s acceptance of the Conditions Governing the Procurement as stated in Section II;
- e. Be signed by the person authorized to contractually obligate the organization; and
- f. Acknowledge receipt of the RFP and any and all amendments to this RFP.

3. Resident Business; Resident Veteran Business

If the Offeror has been certified by the State Purchasing Agent as a resident business pursuant to NMSA Section 13-1-21(A)(6), please provide Offeror’s Resident Contractor Certification with the proposal. Similarly, if the Offeror has been certified by the State Purchasing Agent as a resident veteran business pursuant to NMSA Section 13-1-21(A)(7), please provide Offeror’s Resident Veteran Contractor Certification with the proposal.

IV. SPECIFICATIONS OF PROPOSALS

OFFERORS SHOULD RESPOND IN THE FORM OF A THOROUGH NARRATIVE TO EACH SPECIFICATION. THE NARRATIVES, ALONG WITH THE REQUIRED SUPPORTING MATERIALS, WILL BE EVALUATED ACCORDINGLY.

A. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

This Scope of Work is subject to the terms and conditions set forth in this RFP and all applicable Federal and State law, rules, and regulations. Any Contractor selected for an award of a Contract under this RFP will be required to agree to all terms, conditions, and requirements in the Contract.

The Scope of Work is detailed in **Exhibit B**.

1. Service Areas

Services will be provided by Contractor(s) selected by the Court in the Bernalillo County Courthouse.

2. Service Components

a. Qualifications of the Offeror as an IPA:

i. The Offeror must be included on the New Mexico Office of the State Auditor 2018 Approved Audit Firms List; and

ii. The Offeror must hold a permit issued pursuant to the provisions of the 1999 Public Accountancy Act, NMSA 1978, § 61-28B-1 to -29.

b. The Offeror must be able to perform the Scope of Work of the Special Audit (**Exhibit B**).

c. The Offeror also must demonstrate in its proposal its plan for execution and completion of the Special Audit.

d. The Offeror also must include in the proposal its estimated time frame for completion of Special Audit.

3. Guideline

The above service components and breakdown of elements are provided to serve as a guideline to Offerors but are not to be considered all-inclusive. The Court is relying upon qualified Offerors to make recommendations for the services in their proposals. Offerors must submit proposals that include all of the necessary elements for the implementation of the services being solicited by the Court.

4. Contract Administration

Contractor(s) selected by the Court in response to this RFP shall be responsible for maintaining documentation proving that the provisions in any Contract with the Court are met.

5. Contractor's Personnel

a. Trained Staff: Contractor(s) selected by the Court in response to this RFP shall have qualified, adequately trained staff. Offerors shall provide a list of its staff and staff's qualifications who will be providing services. In the Offeror's response to this RFP, the Offeror should address considerations such as the educational background, and other information detailed under the evaluation process concerning its staff.

b. Job Descriptions: Contractor(s) selected by the Court in response to this RFP shall maintain written, updated job descriptions accurately describing the duties for all staff providing audit services including volunteer staff.

c. Minimum Qualifications: Contractor(s) selected by the Court in response to this RFP shall establish minimum employment qualifications for all staff who may provide services for the Court under this procurement.

d. Code of Ethics: Contractor(s) selected by the Court in response to this RFP shall adhere to professional code of ethics established by licensure for any personnel who will be providing services.

6. **Audits - Financial/Operational/Administrative**

Any and all contracts entered into by the Court may be audited throughout the Contract year by the Court to ensure compliance with the RFP and the Contract(s). Contractor(s) selected by the Court in response to this RFP will be expected to agree that, upon the request of the Court, it will have at its own expense an independent certified public accountant (“CPA”) who has been approved in advance by the Court, to confirm and review the Contractor’s compliance with the terms of any Contract entered into with the Court with respect to Contractor’s accountings, billings, and income.

7. **Financial Requirements**

a. Accounting Systems: Contractor(s) selected by the Court in response to this RFP will be required to maintain all records (including source documentation) as evidence of services provided and charges to the Court. It is the responsibility of the Contractor to ensure that its accounting system is in existence that conforms to generally accepted accounting principles. Contractors must establish procedures and maintain supporting documentation to substantiate all charges to the Court. Contractors will be expected to use automated accounting systems capable of separately tracking all component services identified in a scope of work for any Contract awarded, by date and type of service provided.

b. Invoices: The Contractor shall submit all invoices and supporting documents to the Court no later than the 10th business day of each month or as otherwise provide in the contract for all services provided by the Contractor for the previous month.

8. **Mandatory Specifications**

The failure of an Offeror to meet any of the following mandatory specifications will result in disqualification of the proposal:

a. Experience; Capability of Providing Services: Each Offeror must submit a statement of relevant experience listing comparable audits. Each Offeror must provide documentation that thoroughly describes how the Offeror has met or plans to meet each of the requirements listed in the Technical Specifications Sections above. Each Offeror must be able to demonstrate its ability to provide these services for the Court. Include resumes for Key Personnel detailing education and experience.

b. Licensure and Qualifications: Each Offeror must submit a copy of its current business license and copies of any required licenses for all Key Personnel who would be involved in the provision of services for the Court under any Contract, that are required by applicable laws, rules and/or regulations to be maintained in order to perform the services being sought by the Court under this RFP. The Contractor(s) to whom any Contract(s) may be awarded and all applicable personnel must maintain any such required licensure in full force and effect during the term of the Contract and any extensions thereof. The Offeror also must be on the New Mexico Office of the State Auditor Approved Audit Firms.

c. Good Standing: Offerors that are corporations, limited partnerships, or similar entities must provide proof of good standing in the State of formation or incorporation of their entity and in New Mexico. Before the Court will enter into a Contract with an out of state Offeror that is an entity and that has been chosen as the Finalist and to the extent required by the New Mexico Secretary of State and applicable law, the Offeror must provide the Court with proof that the Offeror has duly qualified to do business in New Mexico.

d. References: To the extent available, proposals must include no fewer than three (3) and no more than five (5) references from current or former customers. References from customers similar in nature to the type of services being sought by this RFP are highly desirable but not required. The following minimum information must be provided about each reference:

- (1) Name of individual or company for whom services were provided by Offeror;
- (2) Address of individual or company;

- (3) Name of contact person;
- (4) Telephone number of contact person; and
- (5) Scope of work provided by Offeror.

e. Cost of Services: Offerors must submit the cost to complete the Special Audit for the Court based on the modified scope of work set forth on **Exhibit B**. Offerors should take into account that their proposals must cover the cost of all services to fulfill all requirements of the State Auditor's Scope of Work. Please also consider that Audit Firms may have to be assisted by a Criminal Justice Professional; and if so, the Offeror proposals also should include the rate for assistance by a Criminal Justice Professional. Proposals must include all costs associated with the services needed to meet the requirements of the contract.

f. Clarification of Assumptions: Each Offeror must list and clarify all assumptions used in the proposal submitted in response to this RFP.

g. Affirmative Action: The Court requires that Offerors be Equal Opportunity Employers. Each Offeror must state in its response to this RFP that Offeror complies fully with all governmental regulations regarding nondiscriminatory employment practices. The Court requires that Contractors shall not discriminate in the hiring or treatment of any staff on the basis of sex, race, age, color, creed, national origin, ancestry, or any other protected classification.

h. Litigation; Debarment, Suspension, Proposed Debarment or Suspension: Please describe any material litigation, administrative proceedings, criminal proceedings, or investigations that have impacted or have the potential to impact the reputation or financial viability of Offeror. Please include (i) all such current and pending matters; (ii) all such matters that were resolved within the preceding three (3) years; and (iii) any such matters for which the Offeror has received notice of any party's intent to initiate a civil, criminal or administrative action.

Please describe any allegation of ethical violations that has been filed with any licensing or oversight authority within the preceding three (3) years that relates to the Offeror or any employee of the Offeror and that is alleged to have occurred within the Offeror's business.

Please state if Offeror or its principals are or have ever been debarred, suspended, proposed for debarment, or declared ineligible for the award of a contract by any Federal department or agency.

Please state if Offeror, within the preceding three (3) years of the date of the Offeror's Proposal, has been convicted of or had a civil judgment rendered against it for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

Please state if Offeror, within the preceding three (3) years of the date of Offeror's Proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause of default.

Describe in detail the specific basis for, and circumstances connected to any item described in response to this section.

i. Campaign Contribution Disclosure Statement: Please provide a fully completed Campaign Contribution Disclosure Statement in the form attached hereto as **Exhibit D**.

j. Insurance: Each Offeror shall be bonded and shall submit valid insurance certificates(s) and proof of bonding with its Proposal. Offeror shall be required to represent in its Proposal that its insurance and bonds are adequate and sufficient for the operation of Offeror's business and its proposed performance under any Contract(s) awarded as a result of this RFP, and which comprehensive insurance

programs may include, but are not limited to, a fidelity bond, general liability insurance, professional liability (errors and omissions) insurance, automobile liability insurance, workers' compensation insurance, and umbrella liability insurance.

l. Record Keeping: Each Offeror shall present and elaborate on protocol for record keeping, including check and balances for proper billing, measures for confidential information, and other record keeping of performance measures and outcomes.

m. Additional Disclosures: Each Offeror shall identify all owners, principals, shareholders, members, partners, officers, directors, managers, affiliates/related entities, and parent and subsidiary entities of the Offeror's business. Offerors that are publicly traded companies must identify all holders of 5% or more of the Offeror's outstanding voting stock, as well as its officers, directors, managers, affiliates/related entities, and parent and subsidiary entities.

B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the Technical Specifications/Scope of Work and Requirements 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.
3. The Evaluation Committee may investigate and use other sources of information to perform the evaluation, as specified in Section II.
4. Responsive Proposals will be evaluated on the factors set forth in this Section IV, each of which has been assigned a point value. The Responsible Offerors with the two (2) or three (3) highest scores *may* be selected as Finalists based upon the proposals submitted. Each Finalist that is asked or chosen to submit a revised proposal for the purpose of obtaining best and final offers will have its points recalculated accordingly. The Responsible Offeror(s) whose proposal is most advantageous to the Court will be recommended for a Contract(s) to be awarded as specified in Section II. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. The following criteria will be used to evaluate proposals:
 - Overall Technical Specifications/Scope of Work (300 points)*
 - Qualifications of the Offeror as an IPA General knowledge, skills, and abilities of the Offeror to perform the Scope of Work of the Special Audit (**Exhibit B**)
 - Plan to Complete Special Audit (250 points)*
 - Plan for execution and completion of the Special Audit
 - Estimated Time Frame for Completion of Special Audit
 - Contractor's Capabilities and Competencies (200 points)*
 - Relevant Experience of Key Personnel and Subcontractors
 - Education, Licensure, and Certifications of Key Personnel and Subcontractors
 - Financial Considerations (250 points)*
 - Cost to the Court

Total Points Available: 1,000

Resident Business or Resident Veterans Preference Certification

- If the Offeror has included a copy of a Resident Business Certificate, then the Court shall award

- additional points equivalent to five percent (5%) of the total possible points to a resident business.
- If the Offeror has included a copy of the Resident Veteran Business Preference Certificate, then the Court will award additional points equivalent to ten percent (10%) of the total possible points to a resident veteran business that has annual gross revenues up to Three Million Dollars (\$3,000,000.00) in the preceding tax year.
 - An Offeror shall not be awarded both a Resident Business Preference and a Resident Veteran Business Preference.
 - Also, these New Mexico preferences shall not apply when the expenditures for any RFP include Federal Funds.

Finalist(s)' Presentations (100 points)

In addition to the above scoring, in the discretion of the Procurement Manager, any Finalists may be asked to give an Oral Presentation. In the event Oral Presentations by Finalists are held, each Finalist shall have an opportunity to receive up to 100 points for its presentation. At the Finalist(s)' presentation stage, the prior scoring totals shall not be considered.

The following factors shall be considered at any Oral Presentation:

Overall Presentation (40 points)

Knowledge of the Requirements of the Special Audit being required by the Office of the State Auditor (20 points)

Responsiveness to Court Questions (20 points)

Ability to Perform Scope of Work (20 points)

Total Points Available: 100

NOTE: A serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

EXHIBIT A



Wayne A. Johnson
State Auditor

C. Jack Emmons, CPA, CFE
Deputy State Auditor

State of New Mexico OFFICE OF THE STATE AUDITOR

May 23, 2018

VIA EMAIL AND U.S. MAIL

The Honorable Nan G. Nash, Chief Judge
Second Judicial District Court
400 Lomas Blvd NW
Albuquerque, New Mexico 87102
albdngn@nmcourts.gov

Re: Second Judicial District Comprehensive Audit

Dear Chief Judge Nash:

The Office of the State Auditor ("OSA") is charged with the constitutional and statutory duty to examine the financial affairs of governmental agencies within New Mexico that receive public money. This letter is to notify you that the OSA has designated the Second Judicial District Court, as part of the Second Judicial District, for a special audit engagement in order to address concerns regarding crime and recidivism in Albuquerque.

The audit we are conducting will include a separate audit of each entity involved in the criminal justice system in the Second Judicial District, including the Albuquerque Police Department, the Bernalillo County Sheriff's Office, the Bernalillo County Metropolitan Court, the Second Judicial District Court, the District Attorney's Office, the Law Offices of the Public Defender, and the Metropolitan Detention Center, which will be followed by an analysis of how the system functions as a whole and how to reduce inefficiencies and promote the overall effectiveness of the system.

Pursuant to Section 12-6-3 (C) NMSA 1978 ("Audit Act"), in addition to the agency's annual financial audit, the State Auditor "may cause the financial affairs and transactions of an agency to be audited in whole or in part." Additionally, in accordance with Section 2.2.2.15 NMAC ("Audit Rule"), the State Auditor may initiate a special audit engagement regarding financial affairs and transactions of an agency or local body based on information it receives. The special audit engagement will be performed by an Independent Public Accountant (IPA), procured competitively by the Second Judicial District Court in accordance with your procurement rules and regulations within 60 days of this notification, and monitored by the Office of the State Auditor. The draft scope of the audit is attached.

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507

Phone (505) 476-3800 * Fax (505) 827-3512

www.osanm.org * 1-866-OSA-FR

In order to conduct the special engagement, the auditor must have unrestricted access to all documents pertaining to the issues outlined above as well as access to Court and/or vendor staff, who may have knowledge and information about these areas.

We appreciate your cooperation and anticipate that the audit engagement will be conducted smoothly and efficiently in order to ensure accountability and transparency while protecting public funds, and to improve the administration of justice in the Second Judicial District. Please do not hesitate to contact Deputy State Auditor Jack Emmons, CPA, at (505) 476-3830 or Jack.Emmons@osa.state.nm.us if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wayne A. Johnson', written over a faint, illegible typed name.

Wayne A. Johnson
State Auditor

Attachment

cc: Jim Noel (albdjan@nmcourts.gov)

EXHIBIT B



Wayne A. Johnson
State Auditor

C. Jack Emmons, CPA, CFE
Deputy State Auditor

State of New Mexico OFFICE OF THE STATE AUDITOR

Criminal Justice System Review

The overall objective is to identify weaknesses in the system from arrest to confinement which are reducing the overall effectiveness of criminal justice activities by each responsible agency in the process.

Step 1 Review process for setting up defendant case file and assigning case numbers.

Step 2 Examine a sample of cases:

Walk through a sample of cases that are handled by Second Judicial District Court.

Determine how cases are "tracked" or kept under control and examine whether any of the tracking or control processes are contributing to weaknesses in the process.

Determine data available during the processes. Determine whether all agencies involved are receiving the same data or have the same data available.

Determine how "cases" are handed off to the next entity or department and assess whether the transfer of cases from one entity or department to another is the source of any weaknesses in the process.

Determine how "case numbers" are handled during transfers from one agency to another and assess whether the assignment of case numbers by different agencies or departments is a source of any weakness in the process.

Determine if the name of the accused is used as an identifier and whether the use of names as an identifier is causing any weakness in the process.

Determine reasons and procedures for "dismissal" of a case.

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osanm.org³, 1-866-OSA-FRAUD

Step 3 Review the policies of various organizations

Determine use of specialty courts and assess underlying reasons if specialty courts are found to be underutilized.

Determine what reports are generated by each entity and whether those reports are contributing to efficiencies in the process, or whether there are reporting processes which are a source of weaknesses in the system.

Provide an assessment of any weaknesses in the process or interface between entities or departments which are identified by the IPA, but not listed in this scope of work.

Test risk assessment tools used by the agencies for accuracy of predicted outcomes and determine failure rate.

Assess staffing levels of each agency to determine impact on case flow and determine if staffing levels are contributing to weaknesses in the system.

EXHIBIT C

REQUEST FOR PROPOSALS

**CRIMINAL JUSTICE SYSTEM AUDIT REQUEST FORM
THE OFFICE OF THE STATE AUDITOR**

**ACKNOWLEDGEMENT OF RECEIPT OF RFP FORM AND
REQUEST BY OFFEROR FOR INCLUSION ON DISTRIBUTION SERVICE LIST**

The potential Offeror below acknowledges receipt of this RFP beginning with the title page and ending with **Exhibit D**. This Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than **July 16, 2018**. Only potential Offerors who return this form to the Procurement Manager timely will be included by the Court on the distribution service list for this RFP. Failure to return a Receipt timely will not preclude the potential Offeror from submitting a proposal in response to this RFP, but will result in the potential Offeror's exclusion from the distribution service list. Only potential Offerors who elect to return this form timely will receive copies of all written questions submitted by any Offeror and the Court's written responses to those questions as well as RFP amendments, if any are issued. The Court's responses shall be to the address provided by the undersigned.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

EXHIBIT D

SECOND JUDICIAL DISTRICT COURT CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, §§ 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 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 contract, pursuant to § 13-1-181 NMSA 1978, or a contract that is executed may be ratified or terminated pursuant to § 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.

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. For the Second Judicial District Court (“Court”), “applicable public official” shall mean each person who (i) is currently serving a term as a judge on the Court or (ii) has served as a judge on the Court within the six (6) months immediately preceding the date of execution of this disclosure form.

“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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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.

“Person” means any corporation, limited liability company, partnership, individual, joint venture, association or any other private legal entity.

“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:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

-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.

Printed Name of Contractor

Signature

Date

Title/Position_____