

# Fourth Judicial District Court

Supreme Court of New Mexico



STATE OF NEW MEXICO  
FOURTH JUDICIAL DISTRICT COURT

REQUEST FOR PROPOSALS (RFP) FOR  
DOMESTIC RELATIONS MEDIATIONS, PRIORITY  
CONSULTATIONS, AND ADVISORY CONSULTATIONS  
FOR CASES IN SAN MIGUEL, GUADALUPE, AND MORA  
COUNTIES

ISSUE DATE: September 15, 2021

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

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, the 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, the Fourth Judicial District Court 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. The Fourth Judicial District Court sending written notice to the Contractor will effect such termination. The Contractor will accept as final the Fourth Judicial District Court's decision as to whether sufficient appropriations and authorizations are available.

If the determination is made that there is insufficient funding to continue or finalize a program, the Contractor will be compensated to the level of services performed, as authorized by the Fourth Judicial District Court prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the Fourth Judicial District Court in such circumstances if Contractor defaults or breaches the contract.

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

This RFP is being issued to hire a Contractor to conduct domestic relations mediations, priority consultations, and advisory consultations in cases referred by the judges of the Fourth Judicial District Court.

The contract will be for a seven-month period beginning December 1, 2021 and ending June 30, 2022 with an option to renew each year after the first period for no more than three additional years, for no more than three years and seven months in total, at the discretion of the Fourth Judicial District Court. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the contractor as determined by the Fourth Judicial District Court and upon sufficient funding.

### B. SUMMARY OF SCOPE OF WORK

The Fourth Judicial District Court is soliciting proposals for a Contractor.

The focus of this Request for Proposals is to provide mediation, priority consultation and advisory consultation services to parties in domestic relations cases filed in San Miguel, Mora, and Guadalupe counties as requested by district judges as part of the Fourth Judicial District Court Domestic Relations Mediation Program.

The initial contract shall begin on or about December 1, 2021 through June 30, 2022 and may be extended up to three years, for a total of no more than three years and seven months contingent upon satisfactory contract compliance by the contractor as determined by the Fourth Judicial District Court and upon sufficient funding.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes professional services only. The Fourth Judicial District Court reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of three years and seven months.

D. PROCUREMENT MANAGER

The Fourth Judicial District Court has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below:

Jeff Romero  
4th Judicial District Court  
496 West National Avenue  
Las Vegas, NM 87701  
(505) 425-7281 ext.29

Any inquires or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the Fourth Judicial District Court.

Written inquiries may also be in the form of e-mail to: [lvedjzr@nmcourts.gov](mailto:lvedjzr@nmcourts.gov).

E. DEFINITION OF TERMINOLOGY

This section contains definitions used throughout this procurement document, including appropriate abbreviations.

"Advisory consultation" means a brief assessment about the parenting situation and a written report summarizing the information for the attorneys and the court, including an assessment by the counselor of the positions, situations and relationships of family members and suggestions regarding specific plans, general issues or requested action.

"AOC" means the Administrative Office of the Courts.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" means the successful Offeror.

"Counselor" means a person who by training or experience is qualified to work with individuals in a mediation situation and to perform assessments.

"Domestic Relations Mediation Program" means the provision of services to the court and parents, including advisory consultations, priority consultations, and mediation.

"Evaluation Committee" means a body appointed by the Fourth Judicial District Court to perform the evaluation of Offeror proposals. The Evaluation Committee defines "Finalist" as an Offeror who meets all the mandatory specifications of the Request for Proposals and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration.

"Mediation" means a process in which parents meet with a counselor in order to assist the parents in focusing on the needs of their minor child(ren) and to assist the parents in reaching a mutually acceptable arrangement regarding custody, periods of parental responsibility or visitation of their child(ren).

"Offeror" is any person, firm, corporation or partnership who chooses to submit a proposal.

"Priority consultation" means that the court has requested specific information and brief assessment regarding the parenting situation and suggestions regarding temporary arrangements.

"Procurement Manager" means the person or designee authorized by the Fourth Judicial District Court to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished when required, information and data to provide that his/her/its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

#### F. BACKGROUND INFORMATION

The Fourth Judicial District Court has established a domestic relations mediation program in accordance with the Domestic Relations Mediation Act. As part of the program, district judges refer parties in some domestic relations cases to a contractor for one or more of the following services: (1) priority consultations, (2) advisory consultations, and (3) mediation.

The following general guidelines apply to all services provided in connection with the Fourth Judicial District Court Domestic Relations Mediation Program:

- The Contractor shall comply with (and ensure that its employees and contractors comply with) the Domestic Relations Mediation Act, NMSA 1978, Sections 40-12-1 to -6, the Mediation Procedures Act, NMSA 1978, Sections 44-7B-1 to -6, Rule 1-125 NMRA, and Rule LR4-401 NMRA.
- The Contractor shall arrange for the mediation of domestic relations cases referred from the judges of the Fourth Judicial District Court and the reporting of results. Such services include orientation to mediation, screening and intake, mediation sessions, drafting of mediated agreements, and documentation of mediation completion. The Contractor shall not be responsible for mediating issues related to the division of property.
- The Contractor shall conduct priority consultations referred from a district judge and report to the assigned judge within thirty (30) days of meeting with the parties and completing the assessment.
- The Contractor shall conduct advisory consultations referred from a district judge and report to the assigned judge as required.
- The Contractor shall keep records and prepare reports summarizing its activity and fees collected from parties.
- The Contractor shall promptly file notices of non-compliance for parties who fail or refuse to pay fees owed or participate in good faith to allow the Contractor to complete mediations, priority consultations or advisory consultations.

G. CONTRACTOR COMPENSATION

Compensation for the services is available from two sources. First, the Contractor shall be entitled to collect fees for services from each party. The base amount of the hourly fee is \$100.00 but the base amount is subject to reductions on a sliding scale based on the party's income and family size.

<b>PARTY'S ANNUAL INCOME</b>	<b>PERCENTAGE OF FULL FEE</b>	<b>HOURLY COST</b>
\$0 – \$14,472	10%	\$10.00
\$14,473 – \$18,090	20%	\$20.00
\$18,091 – \$24,120	30%	\$30.00
\$24,121 – \$36,180	40%	\$40.00
\$36,181 – \$42,210	50%	\$50.00
\$42,211 – \$48,240	60%	\$60.00
\$48,241 – \$60,330	80%	\$80.00
Above \$60,330	100%	\$100.00

If the party has a family larger than four (4) members, the party shall receive an



additional ten percent (10%) discount on the full fee. However, no party shall pay less than ten dollars (\$10.00) per hour without approval of a judge.

Second, the Contractor may also receive a separate amount, payable monthly, from the Fourth Judicial District Court. The amount must be specified by the Offeror as part of a responsive proposal.

## 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 EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Fourth Judicial District Court	9/15/21
2. Deadline to Submit Acknowledgment of Receipt of Request for Proposals Form	Potential Offerors	9/29/21
3. Deadline to Submit Questions	Potential Offerors	10/1/21
4. Response to Written Questions	Fourth Judicial District Court	10/6/21
5. Submission of Proposal	Potential Offerors	10/13/21
6. Campaign Contribution Disclosure	Offerors	10/13/21
7. Proposal Evaluation	Evaluation Committee	10/14/21- 10/21/21
8. Selection of Finalists	Evaluation Committee	10/22/21
9. Best & Final Offers from Finalists	Offeror	10/29/21
10. Finalize/Award Contract	Fourth Judicial District Court /Offeror	10/31/21
11. Protest Deadline	Offeror	11/15/21

### B. EXPLANATION OF EVENTS

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

#### 1. Issue of RFP

The Fourth Judicial District Court is issuing this RFP on Wednesday, September 15, 2021. Additional copies of the RFP can be obtained from the Procurement Manager or viewed on the Fourth Judicial District Court's website (<https://fourthdistrictcourt.nmcourts.gov/>).

#### 2. Acknowledgment of Receipt

Potential Offerors should return by e-mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See APPENDIX A) to

have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by 3:00 p.m. on September 29, 2021.

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 3:00 p.m. on October 1, 2021. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on October 6, 2021 to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form shall accompany the distribution package. The form should be signed by the Offeror's representative, dated, and returned by e-mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offeror's organization name shall be deleted from the procurement distribution list.

The Procurement Manager must receive additional written requests for clarification of distributed answers and/or amendments no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 P.M. MOUNTAIN TIME ON OCTOBER 13, 2021**. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Electronic submissions are required.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Campaign Contribution Disclosure

Potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Appendix D) with their proposal by October 13, 2021.

Pursuant to NMSA 1978, Section 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services must file this form (Appendix D) 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 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.

7. Proposal Evaluation

An Evaluation Committee appointed by the Fourth Judicial District Court will perform the evaluation of proposals. This process will take place by October 21, 2021. During this time, the Procurement Manager may initiate discussions with the 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 discussions. The Offerors SHALL NOT initiate discussions.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the Finalist Offerors on October 22, 2021. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 3:00 p.m. on October 29, 2021.

10. Finalize Contract

The contract will be finalized with the most advantageous Offeror on October 31, 2021. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and

will end at 3:00 pm on November 15, 2021. A protest must be written, and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

### **III. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the Fourth Judicial District Court 's Guidelines Governing Procurement.

#### **A. 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 Factors contained in Section V of this RFP.

#### **B. INCURRING COSTS**

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

#### **C. 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. The Fourth Judicial District Court will make contract payments to only the prime contractor.

#### **D. 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.

#### **E. 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 Fourth Judicial District Court personnel will not merge, collate, or assemble proposal materials.

#### **F. OFFERORS' 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 Procurement Manager.

G. PROPOSAL OFFER FIRM

Responses to this RFP will be considered if received on or before October 13, 2021.

H. 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 designated proprietary or confidential. The Procurement Manager 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, Sections 57-3-A- 1 to 57-3-A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

I. NO OBLIGATION

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

J. TERMINATION

This RFP may be cancelled 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 Fourth Judicial District Court determines such action to be in the best interest of the Fourth Judicial District Court and the State of New Mexico.

K. 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 Contractor will accept the Fourth Judicial District Court's decision as final as to whether sufficient appropriations and authorizations are available.

L. LEGAL REVIEW

The Fourth 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.

M. GOVERNING LAW

The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result.

N. BASIS FOR PROPOSAL

Only information supplied by the Fourth 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.

O. CONTRACT TERMS AND CONDITIONS

The contract between the Fourth Judicial District Court and the Contractor or Contractors will follow the format specified by the Fourth Judicial District Court and contain the terms and conditions set forth in Appendix C, "Contract Terms and Conditions". However, the Fourth Judicial District Court reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into the contract.

Should an Offeror object to any of the Fourth Judicial District Court's terms and conditions, as contained in this Section or in Appendix C, that Offeror must propose specific alternative language that would be acceptable to the Fourth Judicial District Court. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Fourth 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 review and approval by the Fourth Judicial District Court.

P. 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 Fourth Judicial District Court.

Q. CONTRACT DEVIATIONS

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

R. OFFEROR'S 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 Sections 13-1-83 and 13-1-85, NMSA 1978.

S. RIGHT TO WAIVE

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements if the entire otherwise responsive proposal 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.

T. CHANGE IN CONTRACTOR REPRESENTATIVES

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

U. NOTICE OF CRIMINAL PENALTIES

The Procurement Code, Sections 13-1-28 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 kickbacks.

V. FOURTH JUDICIAL DISTRICT COURT RIGHTS

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

W. RIGHT TO PUBLISH

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

X. OWNERSHIP OF PROPOSALS

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

Y. 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 insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Fourth Judicial District Court, the version maintained by the Fourth Judicial District Court shall govern.

#### **IV. PROPOSAL FORMAT AND ORGANIZATION**

##### **A. PROPOSAL SUBMITTAL**

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

##### **B. PROPOSAL FORMAT**

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

##### **C. PROPOSAL ORGANIZATION**

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

1. Letter of Transmittal (APPENDIX B)
2. Table of Contents
3. Proposal – Mandatory Content
4. Campaign Contribution Disclosure Form (APPENDIX D)
5. Offeror's Objections to Contract Terms and Conditions (if any)
6. Offeror's Additional Terms and Conditions (if any)
7. 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.

##### **D. LETTER OF TRANSMITTAL (APPENDIX B)**

Each proposal must be accompanied by a completed Letter of Transmittal in the form attached on Appendix B. Failure to include the Letter of Transmittal may result in an offer being deemed non-responsive.

##### **E. MANDATORY CONTENT**

The Proposal should include the following:



1. Offeror's identifying and contact information, to include full name, county of residence (if a natural person), business name, business address, Offeror phone number, and Offeror email.
2. Name, business address, telephone number, and email for all persons Offeror anticipates will provide services under the Offeror's proposal.
3. A narrative describing the qualifications and experience of Offeror and/or persons employed or contracted with Offeror to provide mediations, advisory consultations, and priority consultations.
4. For persons proposed to serve as mediators, evidence of the following training attended:
  - a. Basic Mediation Training (minimum 40 hours); and
  - b. Domestic Relations or Family Mediation Training (minimum 40 hours).
5. For persons proposed to serve as mediators, a list of cases mediated or co-mediated in the past five (5) years, including related docket numbers, and specifying whether the cases involved domestic relations matters.
6. For persons proposed to perform priority consultations or advisory consultations, evidence of either:
  - a. A professional or advanced degree (JD, MSW, MA, PhD, etc...); or
  - b. A bachelor's degree in a behavioral science field and at least two (2) years full time equivalent post-bachelors experience in providing social work, mental health, or conflict resolution services to families.
7. Evidence and details of training attended (if any) by persons proposed to provide services by the Offeror related to the following subjects:
  - a. Divorce and separation issues as they impact parents and children;
  - b. Domestic violence and child abuse;
  - c. Substance use and mental health disorders and how they impact safety concerns of parents;
  - d. High conflict parent dynamics;
  - e. Conflict resolution and de-escalation principles;
  - f. Co-parenting models and coaching principles;
  - g. Domestic relations law;
  - h. Development of written parenting plans;
  - i. Applicable continuing education credits/certification; and
  - j. Family and child development principles.

8. The names of any persons proposed to provide services by the Offeror with fluency in both written and spoken Spanish.
9. A description of Offeror's procedure for intake for services.
10. A description of how mediation orientation will be conducted.
11. A description of the procedures your mediator(s) use in screening for mediation. This should cover the full spectrum of screening, from appropriateness of mediation for the case to ability of parties to participate in the mediation process.
12. A description of the procedures for scheduling, including the time frame within which a mediation would be commenced from date of referral and where the mediation sessions would be conducted.
13. A description of your suggested process for interacting with the court to the extent necessary to receive documents and to provide the court with information regarding any agreement reached when requested to do so by the parties.
14. A description of the experience (if any) of persons proposed to provide services by the Offeror with drafting parenting plans.
15. If Offeror and/or persons employed or contracted with Offeror to provide services under the proposal has ever been a named party in any lawsuit in their professional capacity, include a description of the nature of the lawsuit(s) and the result(s).
16. If persons providing services under the proposal are attorneys, provide information about bar admissions, dates of admission, and any disciplinary history.
17. An explanation of the extent of Offeror's (and all persons Offeror anticipates will provide services under the contract) capability to attend out of court meetings related to services provided.
18. An explicit indication of acceptance of the Conditions Governing the Procurement.
19. A signature by the person authorized to contractually obligate the Offeror.
20. An acknowledgment of receipt of any and all amendments to this RFP.
21. Offeror's federal tax identification number and/or New Mexico Gross Receipts Tax number.
22. The most recent resumes of the Offeror and/or persons employed or contracted with Offeror to provide services under the proposal.

F. CAMPAIGN CONTRIBUTION DISCLOSURE

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

G. OFFEROR’S OBJECTIONS TO CONTRACT TERMS AND CONDITIONS (IF ANY)

If the Offeror objects to any of the Fourth Judicial District Court’s terms and conditions, the Offeror must propose specific alternative language that would be acceptable to the Fourth Judicial District Court.

H. OFFEROR’S ADDITIONAL TERMS AND CONDITIONS

The Offeror must submit with the proposal a complete set of any additional terms and conditions that it expects to have included in a contract negotiated with the Fourth Judicial District Court. This includes the additional amount, if any, the Offeror expects to be paid as compensation directly from the Fourth Judicial District Court as part of the contract.

V. **EVALUATION**

A. EVALUATION POINT/TABLE SUMMARY

The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

<b>Factor</b>	<b>Points Available</b>	<b>Rationale</b>
Mediation Training – Raters shall ensure that staff employed to provide mediation services have 40-hour basic and 40-hour domestic relations mediation training.	20	
Mediation Experience - Raters shall review the experience of staff employed to provide mediation services.	10	
Advisory and Priority Consultations – Raters shall review the ability of staff employed by Offeror to perform advisory and priority consultations.	20	
Other Training and Education in Related Subjects – Raters shall review the extent of other training and education related to the provision of mediation, advisory consultations, and priority consultations.	10	
Cost of Services – Raters shall review	20	

and compare amounts demanded, if any, in additional payments from the Fourth Judicial District Court.		
References – Raters shall take into account professional references provided by Offerors	10	
Presentation - Raters shall take into consideration content, thoroughness of presentation and ability to answer all questions specified.	10	
TOTAL	100	

B. EVALUATION PROCESS

All Offeror proposals will be reviewed for compliance with the requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph R.

Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked to choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposal is most advantageous to the Fourth Judicial District Court, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgment of Receipt Form

REQUESTS FOR PROPOSALS

DOMESTIC RELATIONS MEDIATIONS, PRIORITY CONSULTATIONS, AND ADVISORY  
CONSULTATIONS FOR CASES IN SAN MIGUEL, GUADALUPE, AND MORA COUNTIES

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 3:00 p.m. on September 29, 2021. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Fourth Judicial District Court's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

The name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposals.

APPENDIX B

Letter of Transmittal

VIA EMAIL - [lvedjzr@nmcourts.gov](mailto:lvedjzr@nmcourts.gov)

Jeff Romero  
Procurement Manager  
4th Judicial District Court  
496 West National Avenue  
Las Vegas, NM 87701  
(505) 425-7281 ext.29

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

PROPOSAL DEADLINE: \_\_\_\_\_

FEDERAL TAX NUMBER: \_\_\_\_\_

NM GROSS RECEIPTS TAX NUMBER: \_\_\_\_\_

The proposer understands that the Fourth 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



APPENDIX C

Contract Terms and Conditions

**STATE OF NEW MEXICO  
FOURTH JUDICIAL DISTRICT COURT  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of December 2021, by and between the **FOURTH JUDICIAL DISTRICT COURT**, (hereinafter referred to as “**FOURTH JDC**”) and \_\_\_\_\_, (hereinafter referred to as “**CONTRACTOR.**”).

**CONTRACTOR:**                      NAME  
    STREET ADDRESS  
    CITY, STATE ZIP  
    TELEPHONE NUMBER  
    EMAIL ADDRESS

**1. SCOPE OF SERVICES**

The **CONTRACTOR** shall provide services for the **FOURTH JDC** as follows:

- A. Supervise and monitor the **FOURTH JDC** Domestic Relations Mediation Program for San Miguel, Guadalupe and Mora Counties, including but not limited to reviewing procedures, staff qualifications, program formats and employee performance.
- B. Provide training for mediators and attend any mandatory training offered by the Administrative Office of the Courts (“AOC”) or the **FOURTH JDC**. Provide a listing of all employees and mediators along with their credentials upon execution of this contract and update said information within (30) days of the date of any subsequent hires.
- C. Establish and maintain a policy manual and guidelines approved by the **FOURTH JDC** with respect to the Domestic Relations Mediation Program’s goals and objectives.
- D. Report directly to the Chief Judge relating to matters in general that apply to the **FOURTH JDC** as a whole.
- E. Prepare any and all reports and responses including but not limited to statistics as required by the Chief Judge.
- F. Conduct priority consultations referred from the **FOURTH JDC** and report to the assigned judge as required by orders and mandates issued by the **FOURTH JDC**.
- G. Submit reports and recommendations from priority consultations within 30 days of completing assessment/meeting with parties.
- H. Mediate cases referred from the **FOURTH JDC** and report to the assigned judge as required by orders and mandates issued by the **FOURTH JDC**.

- I. Act as an advisory consultant for cases referred from the **FOURTH JDC** and report to the assigned judge as required by the orders and mandates issued by the **FOURTH JDC**.
- J. Prepare written recommendations to the **FOURTH JDC**, which shall be filed and served on parties. Comply with Rules 1-125 and LR4-401 NMRA.
- K. Perform any other administrative duties necessary for the operation of the **FOURTH JDC's** Domestic Relations Mediation Program.
- L. Provide the **FOURTH JDC** with a monthly report by judge, summarizing the number of mediations for the month, number of mediations resulting in a parenting plan, and the number of mediations not resulting in a parenting plan along with a short explanation of why the mediation did not result in a parenting plan. Maintain an active and up-to-date listing of all pending cases which have been referred along with the status of each case.
- M. Ensure that all pleadings are filed with the court clerk and a file stamped copy is provided to the assigned judge.
- N. Ensure that notices of non-compliance are filed, with a file stamped copy provided to the assigned judge, within 10 days of non-compliance for any reason.
- O. File all reports required by the **FOURTH JDC** whether payment has been received from parties or not. Failure of a party to pay the fees required shall trigger a notice of non-compliance and the **CONTRACTOR** shall ask the assigned judge to take the necessary steps to require the parties to comply.

## 2. COMPENSATION

- A. The total amount payable to the **CONTRACTOR** by the **FOURTH JDC** under this agreement, including gross receipts tax, shall not exceed \$\_\_\_\_\_.
- B. The **FOURTH JDC** shall pay **CONTRACTOR** in full payment for services satisfactorily performed at the rate of \$\_\_\_\_\_ per month for seven months, such compensation not to exceed \$\_\_\_\_\_ (as set forth in paragraph A) including gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices *must be* received by the **FOURTH JDC** no later than ten (10) days after the termination of the calendar year in which the services were delivered, and any invoices received after such date will not be paid.
- C. The **CONTRACTOR** agrees to provide services beginning **December 1, 2021**, and terminating **June 30, 2022**.
- D. The **CONTRACTOR** shall, upon request of the **FOURTH JDC**, transmit a detailed and certified statement of services, time and charges (if any) to the **FOURTH JDC** within two (2) weeks after such request.

- E. The **CONTRACTOR** shall submit a monthly invoice (statement) detailing amount billed, cause number, hours of service, revenue earned as a result of referrals, etc. to help the **FOURTH JDC** conduct a financial analysis of the program and to provide a basis for evaluating the program's financial requirements.
- F. The **FOURTH JDC** shall pay the **CONTRACTOR** upon receipt and approval of the detailed and certified statement of services and charges.
- G. Non-compliance by **CONTRACTOR** with any of the provisions of subparagraph D, paragraph 2, shall excuse the **FOURTH JDC** from any responsibility for payment to **CONTRACTOR** for any services performed under this Agreement unless otherwise agreed to in writing by the **FOURTH JDC**.
- H. In addition to the amount payable by the **FOURTH JDC** under this Agreement, the **CONTRACTOR** shall be entitled to collect hourly fees for services from parties referred for services. The base amount of the hourly fee is \$100.00 but the base amount is subject to reductions on a sliding scale based on the party's income and family size.

<b>PARTY'S ANNUAL INCOME</b>	<b>PERCENTAGE OF FULL FEE</b>	<b>HOURLY COST</b>
\$0 – \$14,472	10%	\$10.00
\$14,473 – \$18,090	20%	\$20.00
\$18,091 – \$24,120	30%	\$30.00
\$24,121 – \$36,180	40%	\$40.00
\$36,181 – \$42,210	50%	\$50.00
\$42,211 – \$48,240	60%	\$60.00
\$48,241 – \$60,330	80%	\$80.00
Above \$60,330	100%	\$100.00

If the party has a family larger than four (4) members, the party shall receive an additional ten percent (10%) discount on the full fee. However, no party shall pay less than ten dollars (\$10.00) per hour without approval of a judge.

- I. The **CONTRACTOR** shall absorb all routine expenses such as long- distance telephone, postage, and copying costs in connection with their services.

### 3. **TERM**

This agreement shall be for the period beginning **December 1, 2021 through June 30, 2022**, unless terminated sooner as provided in Paragraph 4 or 8. This Agreement shall not become effective until approved by the **FOURTH JDC** and the AOC.

### 4. **TERMINATION**

This Agreement may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except

as otherwise allowed or provided under this Agreement, the **FOURTH JDC's** sole liability upon such termination shall be to pay for acceptable work performed prior to the **CONTRACTOR's** receipt of the notice of termination. By such termination, neither party shall nullify obligations already incurred.

5. **STATUS OF CONTRACTOR**

The **CONTRACTOR** shall be considered an independent contractor performing professional services for the State of New Mexico and is not considered an employee of the State.

6. **ASSIGNMENT**

The **CONTRACTOR** shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the **FOURTH JDC**.

7. **RECORDS AND AUDIT**

A. The **CONTRACTOR** shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the **FOURTH JDC**, the State of New Mexico Department of Finance & Administration ("DFA") and the Office of the State Auditor. The **FOURTH JDC** shall have the right to audit billings both before and after payment under this Agreement and shall not foreclose the right of the **FOURTH JDC** to recover excessive or illegal payments.

B. The **CONTRACTOR** agrees to participate in any Quality Assurance and Accountability process approved by the **FOURTH JDC**.

8. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient funding that result from filing fees and mediation consultation for the performance of this Agreement. If sufficient revenue is not generated, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the **CONTRACTOR's** receipt of written notice of termination from the **FOURTH JDC**. The **FOURTH JDC's** decision of whether sufficient revenue has been generated shall be accepted by the **CONTRACTOR** and shall be final. If the **FOURTH JDC** proposes an amendment to the Agreement to unilaterally reduce funding, the **CONTRACTOR** shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The **CONTRACTOR's** obligations upon termination are defined in Paragraph 4 of this Agreement.

9. **RELEASE**

The **CONTRACTOR**, upon final payment of the amount due under this Agreement, releases the **FOURTH JDC**, its officers and employees, and the State of New Mexico

from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The **CONTRACTOR** agrees not to purport to bind the State of New Mexico or the **FOURTH JDC** to any obligation not assumed herein by the State or the **FOURTH JDC**, unless the **CONTRACTOR** has express written authority from the **FOURTH JDC** to do so, and then only within the strict limits of that authority.

10. **CONFIDENTIALITY**

Any information given to or developed by the **CONTRACTOR** in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the **CONTRACTOR** without the prior written approval of the **FOURTH JDC**.

11. **PRODUCT OF SERVICES: COPYRIGHT**

All materials developed specifically for the **FOURTH JDC** by the **CONTRACTOR** under this Agreement shall become the property of the State of New Mexico and shall be delivered to the **FOURTH JDC** no later than the termination date of this Agreement. No such material developed, in whole or in part, by the **CONTRACTOR** under this Agreement shall be subject of an application for copyright by or on behalf of the **CONTRACTOR**.

12. **CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT**

The **CONTRACTOR** warrants that it currently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The **CONTRACTOR** certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

The **CONTRACTOR** agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the **CONTRACTOR** assures that no national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If **CONTRACTOR** is found not to be in compliance with these requirements during the life of this Agreement, **CONTRACTOR** agrees to take appropriate steps to correct these deficiencies.

14. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. **MERGER**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements or understandings are merged into the written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. **AMENDMENTS**

This Agreement shall not be altered, changed or amended except by instrument in writing by the parties to the Agreement and all other required signatories. If the **FOURTH JDC** proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the **CONTRACTOR** shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978. By execution of this Agreement, **CONTRACTOR** acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **COMPLIANCE WITH ALL LAWS**

The **CONTRACTOR** shall comply with all State, City, County, and Federal laws and regulations pursuant to the performance of this contract.

19. **PROFESSIONAL AND PREMISES LIABILITY INSURANCE.**

The **CONTRACTOR** shall maintain and provide proof of current professional and premises liability insurance to the **FOURTH JDC** prior to the effective date of this Agreement or, if already on file with the **FOURTH JDC**, provide proof of renewal within 15 days of the expiration of the prior coverage.

20. **WORKER'S COMPENSATION**

The **CONTRACTOR** agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the **CONTRACTOR** fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the **FOURTH JDC**.

21. **INDEMNIFICATION**

The **CONTRACTOR** shall defend, indemnify and hold harmless the **FOURTH JDC** and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the **CONTRACTOR**, her employees, servants, or agents, or if caused by the actions of any client of the **CONTRACTOR** resulting in injury or damage to persons or property during the time when the **CONTRACTOR** or any officer, agent, employee, or servant thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Agreement is brought against the **CONTRACTOR**, the **CONTRACTOR** shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the **FOURTH JDC** and the Risk Management Division of the New Mexico General Services Department by certified mail.

22. **INVALID TERM OR CONDITION**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. **ENFORCEMENT OF AGREEMENT**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. **NOTICES**

Any notice required to be given by either party by this Agreement shall be in writing and shall be delivered in person, by courier services or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

*To the **FOURTH JDC***

Fourth Judicial District Court  
Attn: Robert Duran, CEO  
496 W. National Ave.  
Las Vegas, NM 87701

*To the **CONTRACTOR:***

NAME OF CONTACT  
CONTRACTOR'S NAME  
STREET ADDRESS  
CITY, STATE ZIP



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**FOURTH JUDICIAL DISTRICT COURT**

**CONTRACTOR**

BY: \_\_\_\_\_  
ROBERT DURAN, CEO/CFO

BY: \_\_\_\_\_  
NAME OF SIGNATORY  
CONTRACTOR'S NAME  
STREET ADDRESS  
CITY, STATE ZIP  
TAX ID:

BY: \_\_\_\_\_  
FLORA GALLEGOS, CHIEF JUDGE

**APPROVED:**

\_\_\_\_\_  
CELINA JONES, GENERAL COUNSEL  
Administrative Office of the Courts (AOC)

DATE: \_\_\_\_\_

\_\_\_\_\_  
AOC Judicial Budget Officer

DATE: \_\_\_\_\_

**THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:**

The records of the Taxation and Revenue Department reflect that the **CONTRACTOR** is registered for payment of the New Mexico Gross Receipts Tax.

YES  NO  New Mexico CRS #:

The Records of the Taxation and Revenue Department reflect that the **CONTRACTOR** is exempt from the payment of the New Mexico Gross Receipts Tax.

YES  NO

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
NM Taxation & Revenue Department

APPENDIX D

Campaign Contribution  
Disclosure Form

## 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 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 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 a prospective contractor requires disclosure.

**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.

Name(s) of Applicable Public Official(s) if any: Chief Judge Flora Gallegos, Judge Michael Aragon  
(Completed by State Agency or Local Public Body)

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)