

Administrative Office of the Courts

Supreme Court of New Mexico



STATE OF NEW MEXICO

**Request for Proposals for: STATEWIDE MEDIATION COORDINATOR FOR
CHILDREN'S COURT MEDIATION PROGRAM**

RFP NUMBER: CCMPFY2025

Date of Issuance:

October 30, 2023

Proposal Deadline: November 29, 2023, at 3 PM

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

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BACKGROUND INFORMATION

The Administrative Office of the Courts (AOC) and the Children, Youth and Families Department (CYFD) have collaborated to offer mediation in child abuse and neglect cases for over twenty years. The Statewide Mediation Coordinator manages mediators and coordinates mediation services at a local and regional level while the AOC Alternative Dispute Resolution (ADR) Statewide Program Manager oversees the statewide operations of the Children’s Court Mediation Program (CCMP). Additional information on CCMP can be found at: <https://adr.nmcourts.gov/childrens-court-mediation.aspx> .

SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issue RFP	AOC	October 30, 2023
2. Acknowledgement of Receipt	Offerors	November 6, 2023
3. Deadline to Submit Written Questions	Offerors	November 6, 2023
4. Response to Written Questions and RFP Amendments	AOC	November 10, 2023
5. Submission of Proposal Response Deadline	Offeror	November 29, 2023, at 3 PM
6. Evaluation of Proposals and Selection of Finalists	Evaluation Committee	December 8, 2023
7. Notification of Finalists	AOC	December 8, 2023
8. Finalize/Award Contract	AOC/Offeror	December 13, 2023
9. Protest Deadline	Offeror	December 18, 2023

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

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

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

Before the award is made, the AOC 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 discussions.

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

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

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

If it becomes necessary to revise any part of the RFP or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The AOC shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the AOC extends the deadline.

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

Acknowledgement of Receipt

Potential offerors should email the “Acknowledgement of Receipt Form” (APPENDIX A) to be placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager on **November 6, 2023 MST**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt 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.

SCOPE OF WORK

The Offeror(s) will perform the following services:

- Oversee and manage the CCMP (mediation in child abuse and neglect cases and other child-related matters) on the local and statewide levels under the supervision of the AOC ADR Statewide Program Manager; coordinate all mediation referrals, which includes screening cases, scheduling, notification of mediators, and intake sheet preparation; monitor local use and budgets; and address issues as they arise.
- Assist in CCMP’s statewide operations. Regularly communicate with the AOC ADR Statewide Program Manager; attend meetings and trainings, as required; and meaningfully participate in program improvement efforts.

- Engage professional participants (judges, CYFD managers and staff, attorneys and other advocates). Facilitate and attend related meetings and trainings; educate and inform, including conduct presentations; respond and manage mediation-related issues; and maintain regular communication.
- Supervise and support mediators. Train, inform, manage and monitor mediators; conduct mediator observations and assessments; mentor new mediators; enforce CCMP policies and procedures; ensure compliance with ethics and model standards; review invoices and documents for accuracy; and facilitate regular meetings.
- Collect, review and submit records and reports timely. Collect, monitor, record and report on CCMP data; maintain accurate fiscal records; complete all required budget and programmatic reports timely, including quarterly reports, in approved format(s); report on substantive meetings with mediators and participants;
- Maintain access to the internet, an e-mail address, Microsoft Word, Excel, and Adobe Acrobat.

Compensation

The contract amount for professional services **for one fiscal year** shall be as follows:

- For professional services satisfactorily performed, \$75,000.00 plus reimbursement for reasonable expenses incurred for the benefit of CCMP as approved by the AOC on an invoice-by-invoice basis. Reasonable expenses include travel costs and other costs approved by the AOC, and shall not exceed five thousand dollars (\$5,000.00). The total amount, inclusive of gross receipts taxes, shall not exceed eighty thousand dollars (\$80,000.00).

Offerors shall comply with all contracting and billing procedures of the AOC and State of New Mexico, including the accurate submission of monthly activity logs, which summarizes performance with each invoice. Offerors shall agree to submit monthly invoices to the AOC between the first and fifteenth day of each contract month, for services performed the month prior. Invoices and activity log(s) shall be submitted via email to the AOC. **Invoices and activity logs submitted after than the 15th of every subsequent service month may result in a decrease or total loss of reimbursement, at the discretion of the AOC.** Payments shall be made by the AOC to the successful Offeror(s) within thirty days upon receipt of an accurate and complete invoice for service satisfactorily performed.

Experience, Mandatory Service Components, and References

The Offeror must demonstrate that the following minimum qualifications are met:

- A bachelor's degree;
- Experience managing programs;
- Experience mediating cases *or* experience working with custody, visitation, and related family issues;
- Experience developing curriculum and administering training;
- Demonstrated competence and professionalism to fulfill the Contractor requirements described below in "Scope of Work" (*see* pages 4- 5); and,
- Not an employee of the New Mexico Judicial Branch.

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications and other experiences related to legal representation in child welfare matters as described in the Scope of Work and Mandatory Service Components above (*see* page 6). Resumes must also be included.

Submission Response Deadline November 29, 2023, at 3:00pm MST

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

Interaction with the AOC and the Court

The AOC will assign a staff person and a program manager, to work with the Offeror(s) to manage the contract, its requirements, and deliverables. Such management and oversight by the AOC, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the contract, or other requirements as requested by the AOC and the Commission.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Costs

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Any contract that may result from this RFP shall specify that the prime contractor shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the AOC.

5. Questions about the RFP

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by November 6, 2023, and should be sent via email to the AOC. All questions and responses must be made public to all offerors through www.nmcourts.gov.

6. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments shall be posted through

www.nmcourts.gov by November 10, 2023.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

6. 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 personnel of the AOC will not merge, collate, or assemble proposal materials.

7. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the NM Courts Website (www.nmcourts.gov/court-administration/request-for-proposals/). If amendment content to RFP is needed that affect price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

8. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the AOC. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

9. Disclosure of Proposal Contents

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

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

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

10. No Obligation

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

11. Termination

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

12. 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 affected by sending written notice to the contractor. The decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Agreement

The AOC requires that all offerors agree to be bound by the General Requirements contained in the RFP. Any offeror concerns must be brought promptly to the attention of the AOC.

14. Governing Law

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

15. Basis for Proposal

Only information supplied by the AOC in writing through the AOC or in this RFP should be used as the basis for the preparation of offeror proposals.

16. Contract Terms and Conditions (see Sample Contract Appendix D)

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

17. 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 AOC.

18. Contract Deviations

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

19. Offeror Qualifications

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

proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in NMSA 1978 Sections 13-1-83 and 13-1-85.

20. Right to Waive

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

21. Change in Contractor Representatives

The AOC reserve the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

22. Notice of Criminal Penalties

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

25. Electronic Mail Address Required

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

CONTACT INFORMATION

Procurement Manager Contact Information:

Gino Unzueta San Miguel
Administrative Office of the Courts
Email: aocgus@nmcourts.gov

General Counsel Contact Information:

Celina Jones
Administrative Office of the Courts
Email: aoccaj@nmcourts.gov

PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

Gino Unzueta San Miguel
Administrative Office of the Courts
Email: aocgus@nmcourts.gov

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses

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

2. Proposal Submittal

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

3. Proposal Format

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

4. Proposal Organization

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

- (a) Letter of Transmittal (APPENDIX B)
- (b) Table of Contents
 - 1) Experience, Mandatory Service Components, and References (following Scope of Work, *see* pages 5-6 and Evaluation Criteria, *see* page 11)
- (c) Project Proposal (detailing offerors' approach to the work as outlined in the Mandatory Service Components on page 5)
- (d) Campaign Contribution Form (APPENDIX C)
- (e) Offeror's Additional Terms and Conditions (if any)
- (f) Other Supporting Material

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

5. Letter of Transmittal (APPENDIX B)

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

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

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

6. Resumes

Each proposal must attach the most recent resumes of the offeror(s).

7. Campaign Contribution Disclosure

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

EVALUATION

Process

A representative of the AOC will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the AOC in coordination with the evaluation committee of is final. The AOC may contact the offeror for clarification. The evaluation committee may use additional sources of information to complete an evaluation.

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

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

1. Notification of Finalists

The Procurement Manager will notify the finalist offerors on December 8, 2023.

2. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous on December 13, 2023. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or

may not have received the most points in the evaluation process. The award is subject to the appropriate State approvals. Award of the contract(s) will not vest any Offeror(s) with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC, and the successful Offeror(s) has been finalized.

3. 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 5:00 pm MDT on December 18, 2023. 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 emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

Criteria

EVALUATION POINT TABLE: 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.

Factor	Score	Rationale for Score
<p>1. <u>Program Management Experience</u>—points will be awarded based upon the documented qualifications and relevant program development, and management experience, and ability to work independently with general guidance.</p>	<p>_____/30</p>	
<p>2. <u>Mediation and Training Experience</u>—Points will be awarded based upon the documented qualifications and mediation and relevant training experience of the Offeror.</p>	<p>_____/25</p>	
<p>3. <u>Experience Working with Diverse Stakeholders</u>-- Points will be awarded based upon the Offeror’s experience working with social service agencies, the Children, Youth and Families Department (CYFD), judicial personnel, court appointed attorneys, child advocates, and other service providers.</p>	<p>_____/10</p>	
<p>4. <u>Court Systems Experience and Knowledge</u> --Points will be awarded based upon Offeror’s documented experience and relevant knowledge of court systems.</p>	<p>_____/10</p>	
<p>5. <u>Costs</u>--Points will be awarded based upon a detailed proposal for professional services and costs (including, but not limited to, mileage, per diem, supplies, and telecommunications). A narrative</p>	<p>_____/10</p>	

description of each proposed cost must be provided		
<p>6. <u>Written Presentation of Proposal</u>- Points for the written presentation will be awarded based upon an evaluation of the Offeror's ability to meet the stipulations in this RFP for the proposal's format, description of the services to be provided, and explanation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to the questions will be the principal criteria for this evaluation.</p>	_____/10	
<p>7. <u>References</u>—Points will be awarded based upon an evaluation of the Offeror's work for other or previous clients receiving services similar to those proposed by the Offeror for this contract, as addressed in the Offeror's letters of reference and possible discussions by members of the Evaluation Committee with the individual references listed.</p>	_____/5	
TOTAL	100	

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

RFP NUMBER:

RFP TITLE:

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that s/he/they has received a complete copy, beginning with the title page and table of contents, and ending with Attachments.

The acknowledgement of receipt should be signed and emailed to the AOC Procurement Manager no later than 3:00 p.m. MST on November 29, 2023 Only potential Offerors who elect to return this form, which has been completed with the indicated intention of submitting a proposal, will receive copies of all Offeror written questions and the AOC’s written responses to those questions, as well as any RFP amendments that may be issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

ADDRESS: _____

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

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposal.

Your firm does/does not (circle one) intend to respond to this Request for Proposal.

Send Acknowledgement to:

Gino Unzueta San Miguel
Administrative Office of the Courts
Email: aocgus@nmcourts.gov

APPENDIX B: LETTER OF TRANSMITTAL

RFP NUMBER: _____

APPLICANT: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PROPOSAL DATE: _____

PROPOSAL DEADLINE: _____

FEDERAL TAX NUMBER: _____

NM GROSS RECEIPTS TAX NUMBER: _____

ACCEPTANCE: _____

ACKNOWLEDGEMENTS: _____

TOTAL COST AND CERTIFICATION \$ _____

The proposer understands that the AOC 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: CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

“Campaign contribution” means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

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

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

APPENDIX D: SAMPLE CONTRACT

Contract No. _____

SAMPLE CONTRACT

STATE OF NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2024, by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and _____, hereinafter referred to as the "Contractor."

ADDRESS OF CONTRACTOR:

PHONE NUMBER:

E-MAIL ADDRESS:

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The Contractor shall act as the Children's Court Mediation Program's (CCMP) Statewide Mediation Coordinator, serving every judicial district in the state except for the First Judicial District. The Contractor shall perform the following duties and responsibilities in New Mexico and within each judicial district:

- A. Follow all policies and procedures in the most recent Coordinator Handbook.
- B. Engage Professional Participants.

Professional participants include: Judges, Court Executive Officers, CYFD

Managers and Staff, Children's Court Attorneys (CCAs), Respondent Attorneys (RAs), Guardian Ad Litem (GALs), Youth Attorneys, and Court Appointed Special Advocates (CASA).

- i. Attend implementation team meetings as request by AOC's CCMP Statewide Program Manager (program manager). Provide information to the program manager regarding the composition of implementation teams as needed.
- ii. Manage and respond to all mediation related issues.
- iii. Maintain ongoing communication with Judges, Court Executive Officers, and CYFD staff, as needed.
- iv. Attend and help facilitate presentations at the request of the program manager.
- v. Meet with key professional participants as requested to address concerns, provide information regarding the use and benefits of mediation, and to identify and implement additional methods of engaging families. These meetings can be in conjunction with the meetings identified above.

C. Supervise and Support the Program Mediators

- i. Process all mediation referrals for matters referred to the Program. Tasks include screening cases, scheduling or ensuring scheduling of mediation by mediator, mediator assignment, intake sheet preparation and distribution, scheduling mediations in online platform as needed and providing information to mediator.
- ii. Conduct mediator observations and assessments, as needed and as required by policy.
- iii. Supervise, monitor, and provide mentoring and support for mediators on an as needed basis for experienced program mediators, and regularly for mediators that are new to the program within the prior twelve (12) months.
- iv. Ensure mediator compliance with the mediator contract and most recent Mediator Manual.
- v. Review all invoices and documents for accuracy prior to submission to the AOC.
- vi. Facilitate regular mediator meetings in person or by telephone/video conference.
- vii. Keep mediators informed of all issues impacting the Children’s Court Mediation Program – training, budget, deadlines, etc.
- viii. Ensure mediator compliance with the New Mexico Mediation Association (NMMA) Code of Ethical Conduct and the Model Standards of Conduct for Mediators prepared by the American Arbitration Association (AAA), American Bar Association (ABA), and the Association for Conflict Resolution (ACR), as well as New Mexico statutes and court rules.

D. Collect, Review and Timely Submit Records and Reports

- i. Collect, review and approve mediators case records and invoices. Return electronically signed/approved invoices and case records to mediators in a timely manner. Ensure mediators understand invoices must be submitted to the AOC on the 15th and 30th of each month or as otherwise directed.
- ii. Provide detailed quarterly reports to the program manager in an approved format by required dates.
- iii. Include with the quarterly reports documentation of all substantive meetings with professional participants and mediators.
- iv. Include with the quarterly reports a detailed summary of any legitimate concerns raised by any interested party and include a plan of action to address the issue.
- v. Immediately report any legal or ethical violations of the mediators to the AOC, summarize in writing what the violation or issue is, and how the same was addressed.

E. Assist with the Program’s Statewide Operations

- i. Communicate and coordinate with the program manager on issues needing attention at the state level, including any significant changes in referrals within a judicial district.
- ii. Attend meetings and trainings as required by the program manager.

- iii. Notify the program manager in advance of all events of interest to the statewide operations of the program, including scheduled meetings, trainings, or presentations with mediators, courts, CYFD, or other professionals.
- iv. Assist the program manager in monitoring the program's budget by alerting the program manager to unusually high or low levels of referrals on a monthly basis.
- v. Assist the program manager to update the Coordinator and Mediator Manuals and program forms, as needed.

F. Obtain access to the Internet, a working e-mail address, Microsoft Word (with converter), Excel, and Adobe Acrobat.

2. COMPENSATION

A. The AOC shall pay to the Contractor in full payment for professional services satisfactorily performed seventy-five thousand dollars (\$75,000.00) at the rate of six thousand two hundred and fifty dollars (\$6,250.00) per month inclusive of gross receipts.

In addition, AOC shall reimburse the Contractor for reasonable expenses incurred for the benefit of the Program as approved by the AOC on an invoice-by-invoice basis. Reasonable expenses include travel costs and other costs approved by the AOC. Travel reimbursements include a per diem of \$85 per 24-hour period, or actual receipts pursuant to DFA regulation (Mileage and Per Diem Act). Travel time will be paid in lieu of mileage at a rate of \$30 per hour, inclusive of gross receipts taxes, to be reimbursed only when the distance from the Contractor's address, as listed herein, to the work site is thirty (30) miles or more based on documented map miles (randomly.com or current approved mileage map of NM Department of Finance and Administration). Reasonable expenses shall not exceed five thousand dollars (\$5,000.00) for the entire contract. The total amount payable to the Contractor under this Agreement, inclusive of gross receipts taxes, shall not exceed eighty thousand dollars (\$80,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the AOC no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the AOC finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. TERM

THIS AGREEMENT runs from July 1, 2024 until June 30, 2025 unless terminated pursuant to Section 4, Termination, or Section 5, Appropriations. In accordance with Section 13-1-150, NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150, NMSA 1978. The AOC reserves the right to renew the service contract on an annual basis by mutual agreement in accordance with Section 13-1-150, NMSA 1978.

4. TERMINATION

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall:

- 1) Not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the AOC;
- 2) Comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and

3) take such action as the AOC shall direct for the protection, preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or the current grantor (The Children, Youth & Families Department) for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and/or current grantor, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

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

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.

9. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

11. PRODUCT OF SERVICE: COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT

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

13. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. MERGER

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

15. PENALTIES FOR VIOLATION OF LAW.

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

16. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If 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.

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. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

19. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments.

20. INDEMNIFICATION

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

21. INVALID TERM OR CONDITION

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

22. ENFORCEMENT OF AGREEMENT

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

23. NOTICES

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

To the AOC: Josh Pando, CCMP Statewide Program Manager
111 Lomas Blvd Suite 333 Albuquerque, NM 87102
Email: aocjrp@nmcourts.gov

To the Contractor:

24. AUTHORITY

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

Signed by the parties on the dates indicated:

STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS

ARTHUR W. PEPIN, DIRECTOR

Date: _____, 2024

CONTRACTOR

Vendor No.:

Date: _____, 2024

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

New Mexico Tax ID Number:

By: _____
Taxation and Revenue Department

Date: _____, 2024

The following are neither parties nor privies to this agreement:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Yes _____ **CRS # XX-XXXXXX-XX-X**

No _____

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from payment of the New Mexico gross receipts tax.

Yes _____ **CRS # XX-XXXXXX-XX-X**

No _____

BY: _____
Taxation and Revenue Department Date