

Administrative Office of the Courts

Supreme Court of New Mexico



REQUEST FOR PROPOSALS STATEWIDE MEDIATION COORDINATOR FOR CHILDREN'S COURT MEDIATION PROGRAM



A. Confirmation of Receipt

Potential Offerors must confirm receipt of this RFP by sending an e-mail to Procurement Manager Mateo Page at AOCMSP@NMCOURTS.GOV with "CCMP RFP Confirmation" in the subject line. The body of the email must include the potential offeror's name, address, e-mail address, and phone number. Only potential Offerors who have confirmed receipt of the RFP will be placed on the "RFP Distribution List" and will receive written answers to questions regarding the RFP and any amendments to the RFP.

B. Procurement Manager/Questions

Questions regarding this RFP must be submitted in writing to Procurement Manager Mateo Page, by e-mail at AOCMSP@NMCOURTS.GOV with the phrase "CCMP RFP Question" in the subject line. Written questions must be received by October 15, 2020. Written responses will be emailed to all offerors on the RFP Distribution List on or before October 22, 2020.

C. Purpose

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> .

In accordance with the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978), the AOC is accepting sealed proposals to retain a Statewide Mediation Coordinator to coordinate mediation in child abuse and neglect cases and other child-related matters for CCMP statewide.

D. Statewide Mediation Coordinator Minimum Qualifications

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

- At least 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 “E. Statement of Work”; and,
- Not an employee of the New Mexico Judicial Branch.

E. Statement 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.

F. Budget

The Offeror is required to provide a detailed and specific cost breakdown for professional services and any travel or incidental costs. The Offeror will be required to maintain all records (including source documentation) relating to CCMP as evidence of costs incurred. Reimbursement requests are due monthly.

G. Contract Amount

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

- for professional services satisfactorily performed, \$70,800.00 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. The total amount, inclusive of gross receipts taxes, shall not exceed seventy five thousand eight hundred dollars (\$75,800.00).

Selected Offeror shall perform as an independent contractor for the entire term of contract and is responsible for all individual state and federal taxes and any licensing or training costs required to qualify for this position. *See “Attachment D”*.

H. Term

Proposals are considered for the initial term of the third and fourth quarters of Fiscal Year 2021 (FY21) and all of Fiscal Year 2022: January 1, 2021 through June 30, 2022. By statute (NMSA 1978, Section 13-1-150) the contract may be extended each year, not to exceed four (4) years.

I. Rejection/Cancellation/Acceptance

The AOC reserves the right to reject any or all proposals in whole or in part and to cancel this RFP at any time when it is in their interests to do so. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award but proposals may be accepted without such discussions.

J. Proposal Evaluation Committee and Evaluation Criteria

All proposals will be reviewed by the Procurement Manager for compliance with the mandatory 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. Proposals will be evaluated and scored by an Evaluation Team appointed by the AOC. Proposals for the Statewide Mediation Coordinator position

will be evaluated on the following criteria: 1) program management experience, 2) mediation and training experience, 3) experience working with a diverse stakeholders, 4) court systems experience and knowledge, 5) costs, 6) written presentation of proposal, and 7) references. Additional preference points will be awarded to Offerors with Certified Resident Business/Veterans status. Responsive proposals will be evaluated on these factors, each of which is assigned a point value. *See “Attachments C & E”.*

The responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or 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 Administrative Office of the Courts, taking into consideration all of the evaluation factors, 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.

K. Specifications:

Proposals must include the following:

1. **Identifying Information:** Include Offeror’s official business name, addresses (physical, mailing and email), telephone and fax numbers; type of business (such as sole proprietorship, partnership or corporation, including the state of incorporation), and length of time in business.
2. **Minimum Qualifications:** Summarize how Offeror meets the minimum qualifications.
3. **Experience:** Describe all relevant experience to include any coordinator experience (including familiarity with problems and resolutions associated with these services). Describe any relevant areas of specialization or expertise, client base (including other currently held contracts or agreement with the state and/or local government entities), and how that expertise was applied for any similar contracts.
4. **Evaluation Criteria:** Address the evaluation criteria identified in “Attachment C”.
5. **References:** Provide three letters of reference from clients for work performed similar or equivalent to the tasks identified in the Statement of Work herein.
6. **Campaign Disclosure:** Complete and submit a signed copy of the **Campaign Disclosure Form** whether or not an applicable contribution was made. *See “Attachment A”.*

The **Campaign Contribution Disclosure Form** may be signed, scanned and submitted electronically to Procurement Manager Mateo Page at AOCMSP@NMCOURTS.GOV.
7. **Ability to Perform Contract Terms:** Provide a statement that Offeror can comply with the requirements of the attached sample contract. *See “Attachment D”.*
8. **Résumé:** Attach a copy of Offeror’s current résumé.

9. **Degrees, Licenses, and Certifications:** Attach copies of degree(s) and any relevant licenses (including driver's license) and certifications (including for mediation training).
10. **New Mexico Resident Business and Resident Veterans Preferences:** If applicable, Offerors must include with their proposal a copy of the applicable certificate issued by the New Mexico Department of Taxation and Revenue.

More information is available at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

In addition, the Resident Veterans Preference Certification form (See "**Attachment E**") must be completed and must accompany any proposal. Note that a business shall not be awarded both a resident business preference and a resident veteran business preference.

L. Proposal Format and Deadline

Proposals must be submitted electronically in Word or PDF file format to Procurement Manager Mateo Page at AOCMSP@NMCOURTS.GOV. Proposals must be received by **4:00 p.m. on November 2, 2020.**

The Procurement Manager will electronically confirm receipt of each proposal within two business days of receipt. If confirmation is not received, you may e-mail Procurement Manager Mateo Page at AOCMSP@NMCOURTS.GOV. Proposals will be reviewed November 9 to November 20, 2020. A time-line of events relevant to the RFP and a sample-scoring sheet are included as "**Attachments B & C**", respectively.

NOTE: 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 kick-backs.

M. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to: Kerry Armour, Protest Manager, NM Administrative Office of the Courts. 237 Don Gaspar Ave, Rm 25, Santa Fe New Mexico 87501

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

Attachment A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. and § 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 disclosure is required by a prospective contractor.

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(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)

Attachment B

TIME-LINE/SCHEDULE

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

Action	Responsibility	Date
1. Issue RFP	AOC	October 1, 2020
2. Deadline to Submit Written Questions	Potential Offerors	October 15, 2020
3. Response to Written Questions & RFP Amendments	AOC	October 22, 2020
4. Submission of Proposal	Offeror	November 2, 2020
5. Submission of Campaign Contribution Disclosure Form	Offeror	November 2, 2020
6. Proposal Evaluations & Selection of Finalists	Evaluation Committee	November 9-20, 2020
7. Best and Final Offers from Finalist, if requested	Offeror	November 23, 2020
8. Finalize/Award Contract	AOC/Offeror	December 1, 2020
9. Protest Deadline	Offeror	January 4, 2021

Attachment C

SAMPLE SCORE SHEET

EVALUATION POINT TABLE/SUMMARY

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

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
I. <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.	300
II. <u>Mediation & Training Experience</u> Points will be awarded based upon the documented qualifications and mediation and relevant training experience of the Offeror.	250
III. <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.	100
IV. <u>Court Systems Experience and Knowledge</u> Points will be awarded based upon Offeror's documented experience and relevant knowledge of court systems.	100
V. <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 description of each proposed cost must be provided.	100

VI. Written Presentation of Proposal 100

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.

VII. References 50

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.

TOTAL POINTS **1000**

Additional Preference Points for Certified New Mexico Resident Business/Veterans

Additional points will be awarded based on the Offerors provision of a copy of a current **Resident Business Certificate** or **Resident Veterans Certificate** issued by the New Mexico Taxation and Revenue Department.

More information can be found at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Any business wishing to receive the resident veterans preference must submit complete the attached Resident Veterans Preference Certification Form, "**Attachment E**".

Attachment D

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 2021, 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 thousand eight hundred dollars (\$70,800.00) at the rate of six thousand dollars (\$5,900.00) 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 (randmcnally.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 seventy five thousand eight hundred dollars (\$75,800.00). 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, 2021 until June 30, 2022 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: Mateo Page, CCMP Statewide Program Manager
237 Don Gaspar – Room 25, Santa Fe, NM 87501
Email: aocmsp@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: _____, 2021

CONTRACTOR

Vendor No.:

Date: _____, 2021

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: _____, 2020

Attachment E

New Mexico Preference Resident Veterans Certification

Reminder, a copy of RESIDENT VETERANS PREFERENCE CERTIFICATE must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-121 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a

Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-121 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.” “I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.