

Administrative Office of the Courts

Supreme Court of New Mexico



STATE OF NEW MEXICO

Request for Proposals for:

Spanish Language Family Law Mediators

13th Judicial District Court

RFP NUMBER: 2026-01

Date of Issuance:

March 6, 2026

Proposal Deadline:

April 5, 2026

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.

TABLE OF CONTENTS

BACKGROUND INFORMATION	3
SEQUENCE OF EVENTS	3
PURPOSE OF REQUEST FOR PROPOSALS	4
Solicitation of Proposals	4
Acknowledgement of Receipt DATE TIME MDT	4
SCOPE OF WORK	5
Compensation	7
Experience, Mandatory Service Components, and References	7
Submission Response Deadline DATE & TIME MDT	7
Interaction with the AOC and the Court	8
Basic Requirements and Conditions	8
CONTACT INFORMATION	11
PROPOSAL SUBMISSIONS	12
PROPOSAL FORMAT AND ORGANIZATION	12
EVALUATION	13
Process	13
Criteria	15
APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM	19
APPENDIX B: LETTER OF TRANSMITTAL	20
APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM	21
APPENDIX D: SAMPLE CONTRACT	23

BACKGROUND INFORMATION

The Thirteenth Judicial District Court (TJDC) is comprised of three counties: Cibola, Sandoval, and Valencia with district court locations in Grants, Bernalillo, and Los Lunas and magistrate court locations in Grants, Bernalillo, Cuba, Los Lunas and Belen. The TJDC District Court offers mediation to parties in many civil case types, including family law. The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish up to three (3) contracts through competitive negotiations for the procurement of Spanish Language Mediator services for the TJDC’s Alternative Dispute Resolution Program.

SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issue RFP	TJDC	March 6, 2026
2. Acknowledgement of Receipt	Offerors	March 20, 2026
3. Deadline to Submit Written Questions	Offerors	March 20, 2026
4. Response to Written Questions and RFP Amendments	TJDC	March 25, 2026
5. Submission of Proposal Response Deadline	Offeror	April 6, 2026
6. Evaluation of Proposals and Selection of Finalists	Evaluation Committee	April 13, 2026
7. Notification of Finalists	AOC	April 13, 2026
8. Interviews with Finalists	AOC/Offeror	By April 20, 2026
9. Finalize/Award Contract	AOC/Offeror	April 21, 2026
10. Protest Deadline	Offeror	April 28, 2026

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 TJDC may conduct discussions with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without 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 TJDC by sending written notice to the contractor. The decision of the TJDC 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 TJDC 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 TJDC shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the TJDC 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 March 20, 2026 MDT

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 **March 20, 2026. MDT.**

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 Contractor is a neutral family law mediator who will facilitate mediation of Parties' disputes. The mediation process is voluntary, confidential, and designed to encourage self-determination, informed decision-making, fair communication, and durable agreements. The mediator's role is to assist the Parties in clarifying issues, exploring options, and reaching mutually acceptable agreements, but not to provide legal advice, therapy, or bind the Parties to a particular outcome.

1. Contractor's Duties — Core Mediator Services

The Contractor agrees to perform the following services:

1. Facilitation of Mediation

- Conduct mediation in a neutral, impartial, and unbiased manner. Disclose any actual or potential conflicts of interest or biases.
- Reaffirm to Parties that mediation is voluntary, that either Party can withdraw at any time, and that any agreement is their autonomous decision.
- Refrain from pressuring or coercing Parties into mediating or settlement.

2. Education & Initial Process Setup

- Explain to the Parties what mediation is — how it differs from litigation, arbitration, therapy, custody evaluation, or advocacy — including process mechanics, potential benefits, limitations, risks, costs, and alternatives.
- Assist the Parties in identifying and clarifying the issues to be mediated (e.g., asset division, parenting plan, custody, support, etc.).
- Evaluate and assess whether mediation is appropriate — including screening for factors such as power imbalances, domestic abuse or coercive control, child-maltreatment concerns, substance use, language or cultural barriers, literacy or capacity issues, or any other concern that may impair meaningful participation.

3. Information Sharing & Informed Decision-Making

- Facilitate the safe, fair, and complete exchange of relevant information (financial, child-related, assets, liabilities, parenting concerns, etc.) so that all Parties have access to sufficient data for decision-making.
- Inform Parties of their right to consult professionals — e.g., attorneys, financial experts, child-development specialists, therapists, or other advisors. Provide the opportunity for such consultation as needed.
- The mediator may provide general procedural information (e.g., about how mediated agreements may be submitted to court), but shall not provide legal advice or therapy.

4. Child- and Family-Centered Considerations

- Where children are involved, assist the Parties in focusing on children's best interests, assessing developmental needs, parenting plans, impacts on children, and viable long-term solutions.
- Screen for and take into account any history or risk of domestic abuse, coercive control, child maltreatment, or safety concerns. If such concerns are present — or if continued mediation would create risk or unfairness — the mediator may suspend or terminate the process.

5. Confidentiality & Neutrality
 - Maintain strict confidentiality of all mediation communications, documents, disclosures, and sessions, except as required by law or as agreed in writing by the Parties.
 - Avoid any favoritism, bias, or appearance of partiality. Disclose any potential or real conflicts of interest or bias before mediation begins. Withdraw if impartiality is compromised.
6. Compensation, Fees & Administrative Transparency
 - Disclose upfront — in writing — the mediator’s fee structure (hourly rate, retainer, payment schedule, cancellation policy, additional costs, etc.) before the Parties commit to mediation.
 - Provide regular accounting of hours, services rendered, and remaining obligations (if any).
7. Termination Protocols
 - Outline conditions under which mediation may be suspended or terminated (e.g., safety concerns, inability to participate meaningfully, lack of cooperation, evidence of coercion or abuse, refusal to provide required information, unconscionable proposed agreement, conflict of interest, etc.).
 - If termination occurs, the mediator will take reasonable steps to minimize prejudice or inconvenience to the Parties and attempt a fair, transparent wrap-up.
8. Use of Technology / Online Mediation
 - If mediation is conducted remotely (e.g., by videoconference, secure online platform, phone, or other technology), the mediator must ensure confidentiality, security, and accessibility of the process — including assessing each Party’s capacity to participate meaningfully (e.g., technological competence, privacy, language needs, etc.).
9. Ongoing Training
 - Mediator shall participate in ongoing training offered through monthly virtual mediator meetings and biannual in-person meetings.
10. Spanish Language Mediation
 - Mediator shall be able to conduct mediation in proficient, professional Spanish and English.

Compensation

The hourly rate for mediation services, as described in the sample contract, is eighty (\$80) dollars per hour. The maximum compensation under the annual contract is \$60,000. Offerors shall comply with all contracting and billing procedures of the TJDC and State of New Mexico, including the accurate submission of invoices, which accounts for actual time spent on a particular case. Offerors shall agree to submit invoices to the TJDC for each individual case mediated. Invoices and activity log(s) shall be submitted via email to the TJDC. Payments shall be made by the TJDC 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

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications and other experiences related to mediation and family law mediation matters. The qualifications include:

- The mediator must have completed, at a minimum, a 40-hour basic mediation training ***and*** a 40-hour Family Law Mediation training.
- The mediator must have at least 4 years' experience mediating.
- The mediator must have a professional proficiency in both Spanish and English, and be prepared to demonstrate language skills or qualifications upon request.
- The mediator should be familiar with court processes
- The mediator should be familiar with family law
- The mediator must possess and maintain appropriate education, training, and experience in family mediation: including knowledge of family law (in the relevant jurisdiction), child development, impact of separation/divorce on children, domestic abuse dynamics, financial issues (assets, alimony, support, tax), and mediation ethics and process. This training may be continually acquired while working within the program.
- The mediator should engage in continuing education, peer consultation or supervision, and self-assessment to remain current with best practices, cultural competency, and evolving standards.
- Previous disciplinary action through any organization, regulatory body, or prior employer, including any court mediation program, must be disclosed and may be the basis for excluding an offeror.

In addition to detailing relevant experience, Offerors must submit a resume. Offerors must also provide at least three references with current contact information.

Submission Response Deadline April 6, 2026 at 5:00pm MDT

Proposals must be received by the TJDC 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 TJDC

The TJDC will assign a Program Manager and Director, to work with the Offeror(s) to manage the contract, its requirements, and deliverables. Such management and oversight by the TJDC, 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 TJDC.

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 TJDC. The TJDC 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.

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 March 20, 2026, and should be sent via email to Hannah Bell (berdhbb@nmcourts.gov) at the TJDC. 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 March 25, 2026.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager, Dasha Bazhura (lluddvb@nmcourts.gov) 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 TJDC 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 TJDC. The approval or denial or 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 TJDC 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 TJDC 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 TJDC or any of its departments or agencies to use any services offered until a valid written contract is approved by the TJDC.

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 TJDC determines such action to be in the best interest of the TJDC 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 TJDC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Agreement

The TJDC 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 TJDC.

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 TJDC in writing through the TJDC 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 TJDC and the Contractor or Contractors will follow the format specified by the TJDC. Should an offeror object to any of the terms and conditions of the TJDC as contained in this Section, then the offeror must propose specific alternative language that would be acceptable to the TJDC. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the TJDC 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 TJDC.

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 TJDC.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the TJDC 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 TJDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the TJDC, 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 TJDC written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or the subsequent contact. 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 TJDC 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:

Dasha Bazhura, Chief Financial Officer
Thirteenth Judicial District Court
Email: lluddvb@nmcourts.gov

General Counsel Contact Information:

Stephanie Latimer Davis, General Counsel
Thirteenth Judicial District Court
Email: berdsld@nmcourts.gov

PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

Hannah Bell, Alternative Dispute Resolution Director
Thirteenth Judicial District Court
Email: berdhbb@nmcourts.gov

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses

Offerors may only submit one proposal.

2. Proposal Submittal

Offerors shall email their proposal or upload on or before the closing date and time for receipt of proposals. If the proposal is too large to be emailed, please contact the Procurement Manager for upload information.

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) Proposal (following Scope of Work, *see* pages 5-7 and Evaluation Criteria, *see* page 13)
 - 2) Proposal Narrative (detailing offers' experience and qualifications)
- (c) Project Proposal (detailing offerors' approach to the work as outlined in the Mandatory Service Components on page 6.)
- (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 or individual;
- 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 TJDC 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 TJDC in coordination with the evaluation committee of is final. The TJDC 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 TJDC 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 TJDC 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 April 13, 2026. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Finalist Interviews

Finalist may be required to participate in an interview process. Finalists may be requested to schedule an interview appointment at the same time that receive notice their selection as a finalist.

3. 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 April 21, 2026. 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.

4. 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 pm MDT on April 28, 2026. 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:

Stephanie Latimer Davis, General Counsel
Thirteenth Judicial District Court
Email: berdsld@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. Service Delivery Plan</p> <p>The proposal clearly and thoroughly describes how the Offeror will provide all required mediation services, including:</p> <ul style="list-style-type: none"> • Conducting family law mediation sessions in Spanish • Mediating disputes involving custody, parenting time, child support, spousal support, and property division (as applicable to the scope of work) • Explaining legal processes and court procedures in culturally and linguistically appropriate ways • Maintaining neutrality and facilitating balanced participation between parties • Screening for domestic violence, power imbalances, and appropriateness of mediation • Ensuring confidentiality in accordance with state law and court rules • Preparing written agreements or summaries consistent with court requirements <p>Scoring will consider clarity, completeness, cultural</p>	<p>_____/30</p>	

<p>responsiveness, feasibility, and alignment with the scope of work.</p>		
<p>2. Qualifications and Experience of the Mediator</p> <p>The proposal demonstrates substantial experience in:</p> <ul style="list-style-type: none"> • Family law mediation • Conflict resolution and dispute resolution methodologies • Spanish-language mediation services • Working with diverse and multicultural families • Court-connected or community-based mediation programs • Formal mediation training and certification • Experience mediating family law cases • Demonstrated fluency in Spanish and English (verbal and written) • Knowledge of family law procedures and court processes • Experience handling high-conflict cases • Experience screening for and managing cases involving domestic violence <p>Scoring will reflect years of relevant experience, professional credentials, demonstrated competency, and suitability for court-referred matters.</p> <p>If applicable, scoring will also consider organizational support structure, administrative capacity,</p>	<p>_____/30</p>	

<p>and experience operating under court contracts.</p>		
<p>3. Accessibility Plan</p> <p>The proposal describes a plan for ensuring Spanish Language families are able to access mediation services, including:</p> <ul style="list-style-type: none"> • Clear intake procedures in Spanish • Language-accessible informational materials • Scheduling flexibility to accommodate working families • Use of remote/virtual platforms if applicable <p>Scoring will consider accessibility, cultural competency, clarity of intake process, and strategies to reduce barriers to participation.</p>	<p>_____/15</p>	
<p>4. Data Collection, Documentation, and Reporting</p> <p>The proposal clearly outlines processes for:</p> <ul style="list-style-type: none"> • Tracking number of referrals and completed mediations • Recording case types and outcomes (agreement reached, partial agreement, no agreement) • Maintaining confidentiality and secure recordkeeping • Providing required reports to the court <p>Scoring will reflect clarity of reporting processes, reliability of</p>	<p>_____/15</p>	

data systems, and compliance with confidentiality standards.		
<p>6. Mediation Process and Quality Assurance</p> <p>The proposal describes a structured mediation process, including:</p> <ul style="list-style-type: none"> • Pre-mediation intake and screening procedures • Session structure and facilitation methods • Techniques for managing high-conflict situations • Safety planning protocols when necessary • Quality control or supervision processes • Commitment to ongoing professional development <p>Scoring will consider the strength, organization, and professionalism of the mediation model.</p>	_____/10	
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 Procurement Manager no later than 5 pm MDT on March 20, 2026 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 written responses to those questions, as well as any RFP amendments that may be issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE 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:

Dasha Bazhura
Thirteenth Judicial District Court
Email: lluddvb@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: _____

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 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._____

STATE OF NEW MEXICO

***THIRTEENTH JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT***

THIS AGREEMENT is made and entered into on _____, by and between the **Thirteenth Judicial District Court** (“TJDC”) and _____ (“Contractor”) for the purpose of **providing mediation services** for Fiscal Year 2027.

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

FAX NUMBER OF CONTRACTOR:

E-MAIL OF CONTRACTOR:

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

1. Purpose

The purpose of this agreement is to retain the Contractor as a neutral family law mediator to facilitate mediation of Parties’ disputes. The mediation process is voluntary, confidential, and designed to encourage self-determination, informed decision-making, fair communication, and durable agreements — particularly where children are involved. The mediator’s role is to assist the Parties in clarifying issues, exploring options, and reaching mutually acceptable agreements, but not to provide legal advice, therapy, or bind the Parties to a particular outcome.

2. Contractor’s Duties — Core Mediator Services

The Contractor agrees to perform the following services:

1. Facilitation of Mediation

- b. Conduct mediation in a neutral, impartial, and unbiased manner. Disclose any actual or potential conflicts of interest or biases.**

- c. Reaffirm to Parties that mediation is voluntary, that either Party can withdraw at any time, and that any agreement is their autonomous decision.
 - d. Refrain from pressuring or coercing Parties into mediating or settlement — mediator must not favor one side.
- 2. Education & Initial Process Setup
 - e. Explain to the Parties what mediation is — how it differs from litigation, arbitration, therapy, custody evaluation, or advocacy — including process mechanics, potential benefits, limitations, risks, costs, and alternatives.
 - f. Assist the Parties in identifying and clarifying the issues to be mediated (e.g., asset division, parenting plan, custody, support, etc.).
 - g. Evaluate and assess whether mediation is appropriate — including screening for factors such as power imbalances, domestic abuse or coercive control, child-maltreatment concerns, substance use, language or cultural barriers, literacy or capacity issues, or any other concern that may impair meaningful participation.
- 3. Information Sharing & Informed Decision-Making
 - a. Facilitate the safe, fair, and complete exchange of relevant information (financial, child-related, assets, liabilities, parenting concerns, etc.) so that all Parties have access to sufficient data for decision-making.
 - b. Inform Parties of their right to consult professionals — e.g., attorneys, financial experts, child-development specialists, therapists, or other advisors. Provide the opportunity for such consultation as needed.
 - c. The mediator may provide general procedural information (e.g., about how mediated agreements may be submitted to court), but shall not provide legal advice or therapy.
- 4. Child- and Family-Centered Considerations
 - a. Where children are involved, assist the Parties in focusing on children's best interests, assessing developmental needs, parenting plans, impacts on children, and viable long-term solutions.
 - b. Screen for and take into account any history or risk of domestic abuse, coercive control, child maltreatment, or safety concerns. If such concerns are present — or if continued mediation would create risk or unfairness — the mediator may suspend or terminate the process.
- 5. Confidentiality & Neutrality
 - a. Maintain strict confidentiality of all mediation communications, documents, disclosures, and sessions, except as required by law or as agreed in writing by the Parties.
 - b. Avoid any favoritism, bias, or appearance of partiality. Disclose any potential or real conflicts of interest or bias before mediation begins. Withdraw if impartiality is compromised.
- 6. Compensation, Fees & Administrative Transparency
 - a. Disclose upfront — in writing — the mediator's fee structure (hourly rate, retainer, payment schedule, cancellation policy, additional costs, etc.) before the Parties commit to mediation.
 - b. Provide regular accounting of hours, services rendered, and remaining obligations (if any).

7. Termination Protocols
 - a. Outline conditions under which mediation may be suspended or terminated (e.g., safety concerns, inability to participate meaningfully, lack of cooperation, evidence of coercion or abuse, refusal to provide required information, unconscionable proposed agreement, conflict of interest, etc.).
 - b. If termination occurs, the mediator will take reasonable steps to minimize prejudice or inconvenience to the Parties and attempt a fair, transparent wrap-up.
8. Professional Qualifications & Continuing Competence
 - a. The mediator must have completed, at a minimum, a 40-hour basic mediation training and a 40-hour Family Law Mediation training.
 - b. The mediator must have at least 3 years' experience mediating.
 - c. The mediator must be professionally proficient in Spanish and English.
 - d. The mediator must possess and maintain appropriate education, training, and experience in family mediation: including knowledge of family law (in the relevant jurisdiction), child development, impact of separation/divorce on children, domestic abuse dynamics, financial issues (assets, alimony, support, tax), and mediation ethics and process. This training may be continually acquired while working within the program.
 - e. The mediator should engage in continuing education, peer consultation or supervision, and self-assessment to remain current with best practices, cultural competency, and evolving standards.
 - f. The mediator shall attend monthly mediator meetings and bi-annual mediator trainings and team-building. The mediator will not be compensated for attending these trainings.
9. Use of Technology / Online Mediation
 - a. If mediation is conducted remotely (e.g., by videoconference, secure online platform, phone, or other technology), the mediator must ensure confidentiality, security, and accessibility of the process — including assessing each Party's capacity to participate meaningfully (e.g., technological competence, privacy, language needs, etc.).

3. Deliverables & Contract Terms

To implement the above duties, the Contractor will provide the following deliverables and adhere to the following contract terms (subject to agreement by the Parties), as relevant to each assigned case:

- Comply with applicable Court rules, including the TJDC's local rules and policies regarding alternative dispute resolution.
- Mediation Agreement: Prior to beginning mediation, a written agreement signed by all Parties and the mediator outlining: scope of mediation, confidentiality, process, fees, withdrawal rights, etc.
- Mediation Sessions: Facilitate sessions (joint or private sessions), with agenda setting, issue identification, negotiation, and drafting of preliminary agreements utilizing New Mexico Supreme Court approved forms. If mediation has not been completed and an agreement signed within ninety (90) days of the order referring

the parties to mediation, the mediator will provide the TJDC's ADR Director with a written update regarding the circumstances of the case.

- Documentation: A written summary or memorandum of agreements reached (or issues unresolved), will be provided in a neutral format acceptable to Parties/counsel or the court within 10 days of completion of mediation. *See Rule LR13-602 NMRA.*
- Time & Billing Records: Provide itemized records of time spent (sessions, preparation, follow-up) and invoice according to agreed fee according to the time frames and terms in this agreement.
- Termination / Suspension Notice: If mediation is suspended or terminated, provide written notice to the court within ten (10) days explaining the reason, and (if appropriate) recommendations for next steps (e.g., legal counsel, court filing).
- Confidential Records Maintenance: Maintain a secure file of all mediation-related documents for five years, accessible only per confidentiality agreement.
 - If public records held by the Contractor are requested under the New Mexico Inspection of Public Records Act (IPRA), the Contractor will work with the court and provide their records to facilitate the court's compliance with IPRA. Requested records must be provided to the court within three business days of the Contractor being notified.

4. Ethical and Safety Considerations / Mandatory Protections

The mediator must:

- Screen for power imbalances, coercion, or domestic abuse / child-maltreatment risk and adapt the process (e.g., use separate sessions, pause mediation, refer out) as needed.
- Not act as attorney, legal advisor, therapist or evaluator — their role remains as a neutral facilitator only.
- Respect diversity, culture, language, disability, and other differences, and ensure accessibility and fairness for all participants.
- The mediator does not guarantee agreement or resolution. The mediator does not make decisions for the Parties; the Parties retain full autonomy.
- The mediation process is not a substitute for legal representation or psychological counseling. Parties are encouraged to seek independent legal and/or mental-health advice as needed.
- The mediator makes no guarantee of enforceability of mediated agreements under state law; final enforceability depends on Parties obtaining appropriate legal review and court approval (if required).
- The mediator does not guarantee a particular outcome (e.g., equal custody, specific support amounts, equal property division).

5. Representations

The Contractor represents that:

- They meet all relevant professional qualifications (education, training, experience) for family law mediation.
- They will adhere to the principles and standards set forth in the AFCC Model

Standards, the ABA Model Standards, New Mexico Laws and Rules, and Guidelines for Court-Connected Mediation Services.

- They will disclose any potential conflicts of interest or biases prior to commencing mediation, and withdraw if impartiality cannot be maintained.
- They will maintain confidentiality, impartiality, and professional integrity throughout the engagement.

2. COMPENSATION:

A. The total amount payable to Contractor under this Agreement shall not exceed \$60,000.00 (sixty thousand dollars) including gross receipts tax. This contract amount is a maximum. It is not a guarantee that TJDC will assign work under this Agreement equal to the amount stated herein. Contractor is responsible for notifying TJDC 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 services in excess of the total compensation amount being provided.

B. TJDC shall pay Contractor in full for services satisfactorily performed at the rate of \$80 (eighty dollars) per hour, exclusive of NMGRT. TJDC shall not pay for Contractor to attend trainings, meetings, or conferences provided by or through TJDC.

C. TJDC shall pay Contractor in full for services satisfactorily performed, such compensation not to exceed \$60,000, as set forth in Paragraph A, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this agreement shall be paid by TJDC to Contractor. TJDC will not pay gross receipts tax to the State of New Mexico on behalf of Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties.

D. Contractor must submit a detailed invoice statement accounting for all services performed. **Services that *have not been reported to TJDC will not be reimbursed. Further, all services invoiced must be substantiated with supporting documentation either before or at the time of the invoice submission.*** Contractor is required to carefully review all invoices for correctness prior to submission to the Court. If TJDC finds that the services are not acceptable or are not properly substantiated by written documentation/reports/invoices, within thirty days after the date of receipt of written notice from Contractor that payment is requested, it shall provide Contractor a letter of exception explaining the defect or objection to the services. TJDC shall not incur late charges, interest, or penalties regarding payment.

E. TJDC may refuse to pay for services billed more than thirty days after services are rendered. All payments by TJDC shall be by direct deposit. Contractor shall complete and mail a Substitute W-9 form, checking the correct box for direct deposit payment, along with the signed contract if Contractor has not previously done so.

All invoices shall be e-mailed to the ADR Program Coordinator.

If Contractor provides services to multiple court programs, Contractor shall submit **separate invoices** to each individual court program.

All invoices for services provided before the end of the Fiscal Year, June 30, 2026, must be received by TJDC no later than July 6, 2026. Invoices received after such date may not be paid.

3. TERM:

This Agreement runs from _____ 2026 through June 30, 2027, and all services are to be performed within this time unless changes are authorized by TJDC or unless the agreement is terminated pursuant to Paragraph 5. Work hours shall be determined by Contractor to provide the contracted services as soon as possible.

4. RENEWAL OPTION:

Pursuant to NMSA 1978 Section 13-1-150, this contract may be renewed for periods of up to one (1) year. The total term, including all extensions and renewals, may not exceed four (4) years. This is year 1 of the four (4) year period, which ends June 30, 2026.

5. TERMINATION

TJDC may terminate this Agreement without cause upon written notice delivered to Contractor at least thirty days prior to the intended date of termination. Contractor may terminate this Agreement for non-payment upon written notice delivered to TJDC at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations or liability already incurred for the performance or failure to perform prior to the date of termination. The Contractor shall submit an invoice for all unbilled work within thirty days of receiving or sending the notice of termination.

Immediately upon receipt by either TJDC 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 TJDC; 2) comply with all directives issued by the TJDC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the TJDC shall direct for the protection, preservation, retention or transfer of all property titled to the TJDC 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 TJDC upon termination and shall be submitted to the TJDC as soon as practicable.

6. APPROPRIATIONS

The terms and continuation of this Agreement are contingent on the Legislature of New Mexico making sufficient appropriations and authorizations for expenditures for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on Contractor's receipt of written notice of termination from TJDC. TJDC's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by Contractor and shall be final. If TJDC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the agreement or agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

7. FINAL PAYMENT

Since all payments under this Agreement shall be monthly, TJDC shall be entitled to withhold the final payment due hereunder, pending final approval by TJDC of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, Contractor shall furnish TJDC proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein have been properly paid and released.

8. RELEASE

Upon final payment of the amount due under this Agreement, Contractor releases TJDC, its employees, and the state of New Mexico from all liability, claims and obligations arising under this Agreement that were reasonably discoverable prior to final payment. Contractor agrees not to propose to bind the state of New Mexico to any obligations not assumed in this Agreement by the state of New Mexico, unless Contractor has express authority to do so, and then only within the strict limits of that authority.

9. CONFIDENTIALITY

Any information given to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by Contractor without the prior approval of TJDC. Contractor agrees to maintain strict confidentiality regarding all court records and use professional discretion when dealing with sensitive information.

10. RECORDS AND AUDIT

Contractor shall maintain detailed time records that indicate the date, time, nature and costs of services rendered. Contractor shall retain these records for a period of at least three years from the date of final payment under this Agreement. The Contractor shall produce these records for inspection by TJDC and the State Auditor upon written request of TJDC. TJDC has the right to audit billings both before and after payment. Payment under this Agreement is not a waiver of the right to recover excessive or illegal payments.

11. CONFLICT OF INTEREST

Contractor warrants that it currently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of services required pursuant to this Agreement. The Contractor certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978 Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee.

12. ASSIGNMENT

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 TJDC.

13. SUBCONTRACTING

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

14. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless TJDC 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 Participant or 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 notify the legal counsel of TJDC and the Risk Management Division of the New Mexico General Services Department by certified mail as soon as practicable, but no later than two days after it receives notice.

15. NOTICE

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 TJDC: Chief Executive Officer, 13th Judicial District Court, P.O. Box 1089, Los Lunas, NM 87031.

To the Contractor: *contractor representative name and address*

If the address for sending notice to Contractor changes during the term of the Agreement, Contractor shall give notice to TJDC in writing.

16. MERGER

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

17. AMENDMENT

This Agreement shall not be altered, changed or amended except by a written instrument executed by the parties to the agreement and all other required signatories. If TJDC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or

other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

18. APPLICABLE LAW

This Agreement shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1 (G).

19. AUTHORITY

If Contractor is not 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.

20. EFFECTIVE DATE

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

21. LEGAL NOTICES TO CONTRACTOR

STATUS OF CONTRACTOR: Contractor agrees that Contractor and Contractor's agents are independent contractors performing professional services for TJDC and are not employees of the State of New Mexico. The Contractor shall provide all instrumentalities necessary to carry out the scope of work described in this contract. 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.

VIOLATIONS OF LAW: Contractor acknowledges that the Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PROHIBITION AGAINST DUAL COMPENSATION: Contractor agrees that the charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement, and supplemental or additional payment for such services is not received by Contractor from any other source.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the ground of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity be excluded from employment with or participation in, be denied the benefits of, or 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 term of this Agreement, Contractor agrees to take immediate, appropriate steps to correct any deficiency.

PRODUCT OF SERVICE – COPYRIGHT: Contractor agrees that all materials developed or acquired by Contractor in conjunction with providing services under this Agreement shall become the property of the State of New Mexico, and shall be delivered to TJDC not later than the termination date of this Agreement. Contractor shall not apply for copyright by or on behalf of Contractor of any material produced, in whole or in part, by Contractor in conjunction with providing services under this Agreement.

SIGNATURES:

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
THIRTEENTH JUDICIAL DISTRICT COURT:**

Phillip Romero, Court Executive Officer

Date

ADMINISTRATIVE OFFICE OF THE COURTS:

Celina Jones

Date

CONTRACTOR:

Date

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflects 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 New Mexico CRS number: _____

NO

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

YES

NO

BY: _____
Taxation & Revenue Department

Date