

# Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director



237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-4800  
(505) 827-4824 (fax)  
www.nmcourts.gov

## REQUEST FOR PROPOSALS SPANISH<>ENGLISH TRANSLATION SERVICES

**Issue Date: July 20, 2018**

**Proposal Due Date: August 24, 2018, 3:00 pm MST**

### A. Purpose

This Request for Proposals (RFP) is being issued by the Administrative Office of the Courts ("AOC") to hire a contractor to provide translation services for New Mexico State Courts.

This 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 qualifications set forth in this RFP, the proposal will be declared nonresponsive.

All costs incurred in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror, whether or not the offeror is the successful offeror.

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

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

If the determination is made that there is insufficient funding to continue or complete a program or program activity, the contractor will be compensated for AOC-authorized services performed, prior to that determination. The AOC shall be liable only for payment required under the terms of this Contract for services rendered up to the effective date of termination or expiration.

This provision is not exclusive and does not waive other legal rights and remedies afforded the AOC in the event of circumstances such as contractor defaults or breaches of the terms of the contract. The AOC may withhold a sum from the final payment to the contractor should the AOC deem it necessary to protect the AOC against loss or additional liability.

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

**B. Confirmation of Receipt**

Potential offerors **must confirm receipt of this RFP** by sending an e-mail to Paula Couselo-Findikoglu: [translatorrfp-grp@nmcourts.gov](mailto:translatorrfp-grp@nmcourts.gov), with “Translator Services RFP Confirmation” in the subject line. The body of the e-mail shall 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. Confirmation of receipt must be received by **August 20, 2018**.

**C. Procurement Manager/Questions**

Questions regarding this RFP must be submitted in writing to Procurement Manager Paula Couselo-Findikoglu, -by e-mail at [translatorrfp-grp@nmcourts.gov](mailto:translatorrfp-grp@nmcourts.gov) with the phrase “Translator services RFP Question” in the subject line.

Written questions must be received by **August 13, 2018**. Written responses will be e-mailed to *all* offerors on the RFP Distribution List on or before **August 17, 2018**.

**D. Sequence of Events**

See Attachment C for the schedule for the procurement, describing the major procurement events.

**E. Scope of Work**

The winning Contractor will deliver translation services from English into Spanish and Spanish into English of Domestic Violence (DV) forms and related documents and pleadings, and other court documents, forms and informational materials as requested by the AOC. The contractor shall provide translation services for up to twenty five (25) hours per week within normal business hours, 12:00-5:00 MT and/or on a mutually agreed upon schedule between the AOC and Contractor. Contractor shall remain on call during this time and reachable by phone, text, or email. AOC and Contractor shall communicate regularly and update this schedule to accommodate translation needs of the courts. Contractor shall only be reimbursed for hours worked providing translation services. Translation assignments will be managed by the AOC Language Access Services (LAS) Senior Statewide Program Manager and/or the LAS Management Analyst.

The initial contract shall begin on or about October 1, 2018. The AOC reserves the right to renew the contract for three (3) additional one-year periods.

The Contractor shall perform the following work:

- a. The Contractor will translate forms, documents, manuals and other materials from English into Spanish and/or Spanish into English.

The contractor agrees to comply with the American Translators Association (ATA) Code of Ethics and Professional Practice.

- b. Upon acceptance of the assignment, the contractor will complete the assigned translation request based on the duration and nature of the assignment while coordinating with the AOC.
- c. Work assignments shall be approved by the Language Access Services' Statewide Program Manager.
- d. Provide accurate and complete information as required for reports, statistical reporting purposes and completion of invoices.
- e. Communicate with court staff and the AOC in a timely and efficient manner regarding translation of documents.
- f. Provide other duties as requested by AOC or the assigned courts, which may include, but are not limited to the following:
  1. Participate in meetings at the direction of the AOC.

The contractor must provide timely submission of invoices and backup material as-directed by the AOC.

The AOC will direct and control the manner in which work is performed including conditions under which the Contractor will report; when, where and the manner in which the Contractor will report; and the job assignments of the Contractor subject to the requirements of the Courts. AOC will set the hours of work for the contractor in accordance with the needs of the Courts.

**F. Compensation**

The Contractor will be compensated as follows for professional services:

<b>Spanish/English Translator</b>	<b>Fee per Hour for Professional Services: Up To \$40.00 DOE</b>	
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The Contractor will be required to maintain all records (including source documentation) as evidence of costs incurred, and submit the records with Contractor’s invoices.

**G. Technical Specifications**

*Offerors must respond to each of the following specifications by listing the specification followed by the Offeror’s response in the same order in which they appear in the RFP.*

**1. Mandatory Qualifications**

**The Offeror(s) must meet the following mandatory qualifications:**

- a. Must possess strong legal translation skills and extensive experience in court document translation.
- b. Must not be a current employee of the State Courts System.
- c. Must have the ability and willingness to comply with the attached model contract.
- d. Must complete the Campaign Contribution Disclosure form (Attachment A).
- e. American Translator Association (ATA) certification is preferred.
- f. Must be a NM Certified Court Interpreter, meet certification requirements for reciprocity with the State of NM, or be classified as NM Justice System Interpreter.

**2. Experience/History**

Offeror **must** provide a description of his/her experience and history providing and coordinating translations in the courts and other legal settings, especially court forms, orders, and domestic violence-related forms and non-English pleadings.

Offeror’s response **must** also include a description of his/her areas of expertise and his/her ability to comply with urgent requests and quick turnaround deadlines (DV petitions are usually due within 1 hour). Offerors must include other currently held contracts or agreements with state and/or local government entities or private businesses. The response must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of experience, expertise and knowledge as a provider in translation of court documents and non-English pleadings.

**3. Recommendations**

Offerors must include two letters of recommendations from clients who received services similar to those proposed by the offeror for this contract.

**4. Education**

Offerors must describe academic and professional education and their relevance to the duties required by this RFP.

**5. Experience Managing and coordinating translations of Languages Other Than Spanish**

Offerors must include a clear explanation of experience in managing, coordinating, and supervising translation services.

**6. Translation Sample**

Offerors must translate the attached Order of Protection from English into Spanish and the attached affidavit from Spanish into English.

**7. Oral Presentation**

Finalists will be scheduled for an oral presentation with the Evaluation Committee. Handouts, Power Point presentations and other supporting materials should be submitted with the RFP response. Material that is not included in the RFP response cannot be offered during the oral presentation. The oral presentation will be limited to 40 minutes.

**H. Business Specifications**

1. **Letter Proposal:** Letter proposal should include the following:

**a. Offeror's Information**

Offeror's official business name, address (both physical and mailing), telephone, email address, and fax numbers; type of business such as sole proprietorship, partnership or corporation, including the State of incorporation; and length of time in business.

**b. Response to Mandatory Specifications**

- A statement that the Offeror is not an employee with the State Courts System.
- A statement that the Offeror is able and willing to comply with the attached model contract (Attachment D).

**c. Response to Technical Specifications**

- Experience/History
- Recommendations
- Education
- Experience Managing/Coordinating translations for Languages Other Than Spanish (LOTS)
- Translation Sample

**d. Copy of a Current Resume.**

**e. Campaign Disclosure**

The Offeror must complete a Campaign Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accompanied whether or not an applicable contribution has been made (See Attachment A).

**f. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in->

**A. New Mexico Business Preference**

**B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the Certificate received from the New Mexico Department of Taxation and Revenue, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP, if applicable. (See Attachment B)

**I. Contract**

Offeror shall work as independent contractor for the entire term of contract and is responsible for all state and federal taxes and any licensing or training costs required to qualify for this contract. Offeror will provide all services described in this RFP. A copy of a draft contract is attached as Attachment D. Any offerors interested in submitting a letter proposal in response to this RFP should review the draft contract to ensure they are able to meet all the contractual requirements.

Offeror will not be exclusively bound to the AOC and may provide translation services to other private and public entities when not engaged in fulfilling duties and obligations under the executed contract. Contractor is otherwise expected to observe all applicable state policies regarding ethical conduct expected of state employees when performing such duties under the contract.

**J. Term**

Proposals are being considered for Fiscal Year 2019, October 1, 2018 through June 30, 2019. Under the terms of Section 13-1-150, contracts may be subject to three (3) extensions, not to exceed a total of four (4) years.

**K. Rejection/Cancellation/Acceptance**

The AOC reserves the right to reject any or all proposals, in whole or in part, to cancel this RFP at any time when it is in its interest to do so, and to base all conclusions, decisions, and actions on its determination of the best interest of the State Court System.

**L. Evaluation of Letter Proposals**

The AOC will evaluate each letter proposal. All letter proposals will be reviewed by the Procurement Manager for compliance with the mandatory requirements in this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager may contact the offeror for clarification of the response. Letter proposals will be evaluated and scored by an Evaluation Team appointed by the AOC.

**Finalists will be called for an oral presentation.**

The following criteria will be used as the bases for award of this proposal:

<b>Factors – corresponds to Sections F and G</b>	<b>Points Available</b>
<b>Technical Specifications – See Section F</b>	

1. Mandatory Qualifications	<b>Pass/Fail</b>
2. Experience/History	<b>200</b>
3. Recommendations	<b>100</b>
4. Education	<b>100</b>
5. Experience Managing/Coordinating	<b>100</b>
6. Translation Sample	<b>250</b>
7. Oral Presentation	<b>250</b>
<b>Business Specifications – See Section G</b>	
1. Letter Proposal	<b>Pass/Fail</b>
2. Signed Campaign Contribution Disclosure Form	<b>Pass/Fail</b>
<b>TOTAL</b>	<b>1000 Points</b>
New Mexico Preference - Resident Vendor Points per Section G	
New Mexico Preference - Resident Veterans Points per Section G	

Offerors with the highest scores will be selected as finalists based upon the letter proposals submitted and will be called to an oral presentation with the Evaluation Committee. Finalist offerors who are asked or choose to submit revised letter proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors, will be selected for contract award. A serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**M. Submittal Requirements**

1. Letter proposals **must** be typed on white letter-size paper.
2. Please email proposals as designated herein by the advertised deadline with subject line:  
**“Translation Services”**
3. **Due: August 20, 2018, 3:00 pm MST.** Any proposal received after the deadline will not be considered for award.
4. Email proposal to: [translatorrfp-grp@nmcourts.gov](mailto:translatorrfp-grp@nmcourts.gov) and [aocjmk@nmcourts.gov](mailto:aocjmk@nmcourts.gov)
5. AOC will not be liable in any way for costs incurred by offerors in the preparation and delivery of their responses to the RFP nor for any subsequent discussions.

**Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and other applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 p.m.- Mountain Standard Time/Daylight Time on the 15th day following the award of contract. Protests must be written and must include the name and address of the protestor and the request for proposal number. **Emailed protests will NOT be accepted.** The written protest 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. Protests must be delivered to:

**ADMINISTRATIVE OFFICE OF THE COURTS:**

**Attn: Paula Couselo-Findikoglu**

**237 Don Gaspar – Room 25**

**Santa Fe, NM 87501**

*Protests received after the deadline will not be accepted.*

**NOTE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.



## ATTACHMENT A CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural**

**resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase

contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which 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**  
**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, § 13-1-21 (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, § 13-1-21 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.

## ATTACHMENT C

### TIME-LINE/SCHEDULE

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DEADLINES/DATE</b>
1. Issue RFP	AOC	July 20, 2018
2. Deadline to Submit Acknowledgement of Receipt of Proposals	Potential Offerors	August 10, 2018
3. Deadline to Submit Potential Questions	Offerors	August 13, 2018
4. Response to Written Questions; RFP Amendments	AOC	August 17, 2018
5. Submission of Proposal	Offeror	August 20, 2018
6. Proposal Evaluation & Selection of Finalists	AOC/Offeror	August 21-27, 2018
7. Finalists' Oral Presentation	Evaluation Committee/Offeror	August 28-31, 2018
8. Best and Final offers Offeror from Finalists	Offeror	August 31, 2018
9. Finalize/Award	AOC/Offeror	September 1, 2018
10. Protest Deadline	Offeror	September 16, 2018

**STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2018 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 OF CONTRACTOR:

E-mail Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

- A. Deliver translation services from English into Spanish and Spanish into English of Domestic Violence (DV) forms and related documents and pleadings, and other court documents, forms and informational materials as requested by the AOC. The contractor shall provide translation services for up to twenty (20) hours per week within normal business hours, on a mutually agreed upon schedule between the AOC and Contractor. AOC and Contractor shall communicate regularly and update this schedule to accommodate translation needs of the courts. Contractor shall only be reimbursed for hours worked providing translation services. Translation assignments will be managed by the AOC Language Access Services (LAS) Senior Statewide Program Manager and/or the LAS Management Analyst.
- B. The contractor agrees to comply with the American Translators Association (ATA) Code of Ethics and Professional Practice.
- C. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.

2. Compensation.

- A. The AOC will reimburse the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_ per hour), such compensation not to exceed fifty thousand, including gross receipts tax. Upon submission of an AOC-approved invoice by the Contractor and no compensation shall be made prior to the delivery of services. Contractor must invoice the AOC within thirty (30) days of completion of the assignment. Later billing may result in reduced compensation and or no payment. If the invoice is not

received within thirty (30) days of the service date, a fifteen percent (15%) reduction of the total invoice amount will be subtracted. If the invoice is not received within sixty (60) days of the service date, the invoice will not be paid.

In FY19, the total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed twenty thousand dollars (\$20,000.00) in FY19.

**These amounts are 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.

If additional funds become available during the fiscal year, this contract may be increased by up to five thousand dollars (\$5,000.00) and these funds will be used for the provision of interpreting services at the above referenced rates, including gross receipts taxes. Should this occur, the AOC will send a letter to the Contractor stating the increased amount and the purpose for which the funds shall be used.

- B. Payment is subject to availability of funds in FY19 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.
- C. Contractor must submit a detailed statement accounting for all Services performed and expenses incurred using only the AOC-provided invoices and completed as instructed by the AOC. The AOC reserves the right to change methods for submitting invoices. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of receipt by the AOC. AOC shall pay interest at a rate of 1.5% every thirty (30) days for failure to render payment to Contractor within thirty (30) days of receipt and acceptance. Interest shall accrue from the thirtieth day forward every thirty days until payment on the original invoice is rendered. Payment of the original invoice amount terminates accrual of interest. Contractor is required to notify AOC of interest due to the contractor; payment of interest will not be automatic. All payments will be made through direct deposit only.
- D. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid \$600.00 or more for all services rendered to the state.

### 3. Term

THIS AGREEMENT runs from October 1, 2018 until June 30, 2019 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 (2018) 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 Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements, compliance with the NM Code of Professional Conduct, and compliance with the requirements detailed herein.

#### 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. The AOC may terminate this agreement without cause at any time upon a 30-day notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'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 for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, 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. Contractor will be paid for confirmed assignments completed and billed within thirty (30) days of completion of the assignment.

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.

If the AOC 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.

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, NMSA 1978, Sections 13-1-28 through -199 (1984, as amended through 2015) 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, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no 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 NMSA 1978, Section 38-3-1 (G) (1988). 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. Postal Service, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC:

Paula Couselo-Findikoglu  
Administrative Office of the Courts  
237 Don Gaspar, Rm. 25  
Santa Fe, NM 87501  
email: aocpvc@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**

\_\_\_\_\_ Date: \_\_\_\_\_  
Arthur W. Pepin

**CONTRACTOR**

\_\_\_\_\_ Date: \_\_\_\_\_

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.

CRS Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

En noviembre del 2017 intento matarnos a mi marido y a mi. Yo estuve a punto de perder el bebe. Estuvimos en el hospital muy machucados y lastimados. Nos atacaron 3 personas Jose Perez, Alicia Perez y el hermano Javier Perez tambien nos atacó. Dijo que no nos iba a dejar en paz hasta acabar con nosotros. Estuvimos en cate y nos dieron una orden de restriccion permanente pero el violó esa orden. Siempre nos persigue e insulta y nos amenaza. Por eso nos mudamos a Nuevo Mexico. Pero ahora nos encuentra, sabe donde vivimos y estamos con mucho miedo porque corremos riesgo de vida y estamos en peligro.

\_\_\_\_\_ Judicial District  
\_\_\_\_\_ County, New Mexico  
Case No. \_\_\_\_\_

# Order of Protection

Amended Order

PROTECTED PARTY ( PETITIONER  RESPONDENT)

\_\_\_\_\_

First Middle Last

And/or on behalf of minor family member(s): (list name and DOB)

\_\_\_\_\_  
\_\_\_\_\_

PROTECTED PARTY IDENTIFIERS

\_\_\_\_\_

Date of Birth of Protected Party

Other Protected Persons/DOB

\_\_\_\_\_  
\_\_\_\_\_

**V.**

RESTRAINED PARTY

\_\_\_\_\_

First Middle Last

Relationship to Protected Party: \_\_\_\_\_

Restrained Party's Address \_\_\_\_\_  
\_\_\_\_\_

RESTRAINED PARTY IDENTIFIERS

SEX	RACE	DOB	HT	WT
EYES	HAIR	SOCIAL SECURITY #		
		<b>Not used in New Mexico</b>		
DRIVERS LICENSE		STAT	EXP DATE	

Distinguishing Features \_\_\_\_\_

**CAUTION:**

Weapon Involved

**THE COURT HEREBY FINDS:**

That it has jurisdiction over the parties and subject matter, and the Restrained Party has been provided with reasonable notice and opportunity to be heard.

Additional findings of this order follow on succeeding pages.

**THE COURT HEREBY ORDERS:**

That the above named Restrained Party be restrained from committing further acts of abuse or threats of abuse.

That the above named Restrained Party be restrained from any contact with the Protected Party.

Additional terms of this order are as set forth on succeeding pages. \_\_\_\_\_

The terms of this order shall be effective until \_\_\_\_\_, \_\_\_\_\_.

**WARNINGS TO RESTRAINED PARTY:**

This order shall be enforced, even without registration, by the courts of any state, the District of Columbia, any U.S. Territory, and may be enforced by Tribal Lands under 18 U.S.C. Section 2265. Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment under 18 U.S.C. Section 2262.

As a result of this order, it may be unlawful for you to possess or purchase ammunition or a firearm, including a rifle, pistol or revolver, under 18 U.S.C. Section 922(g)(8). If you have any questions whether federal law makes it illegal for you to possess or purchase a firearm, you should consult an attorney.

Only the court can change this order.

**4-965. Order of protection, mutual, non-mutual.**

[Family Violence Protection Act,  
Sections 40-13-1 to 40-13-8 NMSA 1978]

**ADDITIONAL PAGES<sup>1</sup> OF  
ORDER OF PROTECTION**

THIS MATTER came before the court on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ through a hearing on the [ ] petitioner's [ ] respondent's request for an order  
prohibiting domestic abuse.

The court further **FINDS, CONCLUDES AND ORDERS:**  
(*check only applicable paragraphs*)

**1. NOTICE, APPEARANCES AND STATUS**

- Petitioner was present.
- Petitioner was represented by counsel.
- Respondent was present.
- Respondent was represented by counsel.
- Respondent was properly served with a copy of the petition, temporary order of protection prohibiting domestic abuse and order to appear.<sup>2</sup>
- Respondent was properly served with a copy of the petition and order to appear.<sup>2</sup>
- Respondent received actual notice of the hearing and had an opportunity to participate in the hearing.<sup>2</sup>
- Petitioner was properly served with a copy of the counterpetition and order to appear.<sup>2</sup>
- Petitioner was properly served with a copy of the temporary order and order to appear.
- Petitioner received actual notice of the hearing and had an opportunity to participate in the hearing.<sup>2</sup>
- The relationship of the parties is that of an "intimate partner" as defined in 18 USC Section 921 (a)(32). (*See 2.b below*)

**2. CONSEQUENCES OF ENTRY OF ORDER OF PROTECTION**

Violation of this order by the [ ] respondent [ ] petitioner can have serious consequences, including:

- A. If you violate the terms of this order, you may be charged with a misdemeanor, which is punishable by imprisonment of up to three hundred sixty-four (364) days and a fine of up to one thousand dollars (\$1,000) or both. You may be found in contempt of court.
- B. If you are the spouse or former spouse of the other party, an individual who cohabitates with or has cohabitated with the other party, or if you and the other party have had a child together, federal law prohibits you from possessing or transporting firearms or ammunition while this order is in effect. If you have a firearm or ammunition, you should immediately dispose of the firearm or ammunition. Violation of this law is a federal crime punishable by imprisonment for up to ten (10) years and a fine of up to two hundred fifty-thousand dollars (\$250,000).

- C. If you are not a citizen of the United States, violation of this order may have a negative effect on your application for residency or citizenship.

### 3. FINDING OF DOMESTIC ABUSE

An act of domestic abuse was committed by  respondent  petitioner that necessitates an order of protection.  Petitioner  Respondent is the protected party under this order.

### 4. DOMESTIC ABUSE PROHIBITED

- Respondent  Petitioner shall not abuse the other party or members of the other party's household. "Abuse" means any incident by one party against the other party or another household member resulting in (1) physical harm; (2) severe emotional distress; (3) bodily injury or assault; (4) a threat by petitioner or respondent causing imminent fear of bodily injury to the other party or any household member; (5) criminal trespass; (6) criminal damage to property; (7) repeatedly driving by petitioner's or respondent's or a household member's residence or workplace; (8) telephone harassment; (9) stalking; (10) harassment; or (11) harm or threatened harm to children in any manner set forth above.
- Respondent  Petitioner shall not ask or cause other persons to abuse the other party or any other household members.

### 5. CONTACT PROHIBITIONS

- Respondent  Petitioner shall stay \_\_\_\_\_ yards away from the other party, the other party's home and any workplace at all times, unless at a public place, where the  respondent  petitioner shall remain \_\_\_\_\_ yards away from the other party except as specifically permitted by this order.
- Respondent  Petitioner shall not telephone, talk to, visit or contact the other party in any way except as follows: \_\_\_\_\_  
\_\_\_\_\_.
- The parties may contact each other by telephone regarding medical emergencies of minor children;
- Other \_\_\_\_\_  
\_\_\_\_\_.
- The parties may attend joint counseling sessions at the counselor's discretion.

*(Unless the court has sealed the protected party's address, include it below.)*

#### Protected party's addresses

\_\_\_\_\_ (home address)

\_\_\_\_\_ (work address)

\_\_\_\_\_ (city)



\_\_\_\_\_ (if applicable, tribe or pueblo)

\_\_\_\_\_ (state and zip code)

**6. COUNSELING**

Respondent shall attend counseling at \_\_\_\_\_, contacting that office within five (5) days. The respondent shall participate in, attend and complete counseling as recommended by the named agency.

Petitioner shall attend counseling at \_\_\_\_\_, contacting that office within five (5) days. The petitioner shall participate in, attend and complete counseling as recommended by the named agency.

Respondent shall report to \_\_\_\_\_, for a  drug [and]  alcohol screen by \_\_\_\_\_, \_\_\_\_\_ (date) with the results returned to this court.

Petitioner shall report to \_\_\_\_\_, for a  drug [and]  alcohol screen by \_\_\_\_\_, \_\_\_\_\_ (date) with the results returned to this court.

\_\_\_\_\_ Other counseling requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**7. CUSTODY**

The court's orders regarding the minor child(ren) are addressed in the Custody, Support and Division of Property Attachment of this order of protection.<sup>3</sup>

**8. PROVISIONS RELATING TO SUPPORT**

The court's orders regarding support issues for the parties are found in the Custody, Support and Division of Property Attachment of this order of protection.<sup>3</sup>

**9. PROPERTY, DEBTS AND PAYMENTS OF MONEY**

The court's orders regarding property, debts and payment of money are found in the Custody, Support and Division of Property Attachment of this order of protection.<sup>3</sup>

**10. PARTIES SHALL NOT CAUSE VIOLATION**

While this order of protection is in effect the protected party should refrain from any act that would cause the restrained party to violate this order. This provision is not intended to and does not create a mutual order of protection. Under Section 40- 13-6 (D) NMSA 1978, only the restrained party can be arrested for violation of this order.

**11. ADDITIONAL ORDERS**

Review hearing. The parties are ordered to appear for a review hearing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ (a.m.) (p.m.). Failure to appear may result in the issuance of a bench warrant for your arrest or dismissal of this order.

Any party ordered to attend counseling shall bring proof of counseling to the review hearing.

IT IS FURTHER ORDERED<sup>4</sup>: \_\_\_\_\_  
\_\_\_\_\_.

**12. NOTICE TO LAW ENFORCEMENT AGENCIES**

**ANY LAW ENFORCEMENT OFFICER SHALL USE ANY LAWFUL MEANS TO ENFORCE THIS ORDER.**

- Respondent  Petitioner is ordered to surrender all keys to the residence to law enforcement officers.
- Law enforcement officers or \_\_\_\_\_ shall be present during any property exchange.
- This order supersedes prior orders in \_\_\_\_\_ County, State of \_\_\_\_\_, Cause No. \_\_\_\_\_ to the extent that there are contradictory provisions.

**13. NOTICE TO PARTIES**

This order does not serve as a divorce and does not permanently resolve child custody or support issues.

To make a request to extend this order, the protected party should return to the court with a copy of this order at least three weeks before the order expires.

**14. RECOMMENDATIONS**

I have:

- reviewed the petition for order of protection;
- reviewed the counterpetition for order of protection;
- conducted hearings on the merits of the petition;
- after notice and hearing, I prepared this order as my recommendation to the district court judge regarding disposition of the request for order of protection. If any party disagrees with the recommendations, that party may, but is not required to, file written objections and a request for hearing on those objections with the district court within ten (10) days. A copy of those objections and a request for hearing must be served by mail on the other party.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Court's telephone number: \_\_\_\_\_

The court has reviewed the recommendations and adopts them. This order remains in effect unless and until it is modified by a district court judge or it expires. If objections are filed the court may conduct a hearing to resolve the objections. (See Rule 1-053.1(H)(1)(a) NMRA).

**SO ORDERED:**

\_\_\_\_\_  
District Judge

\_\_\_\_\_  
Date

A copy of this order was  hand delivered  faxed  mailed to  respondent  respondent's counsel on \_\_\_\_\_ (date)<sup>5</sup>.

A copy of this order was  hand delivered  faxed  mailed to  petitioner  petitioner's counsel on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

**USE NOTES**

1. The first page of this order of protection shall be in the uniform format preceding the heading for additional pages of the order.

2. This order may be entered only after a hearing at which respondent received actual notice and at which respondent had an opportunity to participate if 18 U.S.C. Section 922 is to apply to this order.
3. *See* Form 4-967 NMRA for the Custody, Support and Division of Property Order attachment.
4. If appropriate, an order providing for restitution may be included in this paragraph.
5. Respondent or petitioner should be served at the time this order is issued, before leaving the courthouse. If a default order is issued, service upon the non-attending party shall be made by mail or by personal service. *See* Section 40-13-6(A) NMSA 1978.

[Approved, effective November 1, 1999 until July 1, 2001; approved, as amended, effective May 1, 2001; as amended by Supreme Court Order 07-8300-20, effective September 17, 2007; as amended by Supreme Court Order No. 08-8300-40, effective December 15, 2008.]