

STATE OF NEW MEXICO

FOURTH JUDICIAL DISTRICT COURT  
COUNTIES OF  
SAN MIGUEL, MORA AND GUADALUPE

REQUEST FOR PROPOSALS (RFP) FOR

ADULT SUBSTANCE ABUSE TREATMENT SERVICES  
(ADULT DRUG COURT PROGRAM a/k/a ADCP)  
IN SAN MIGUEL, MORA AND GUADALUPE COUNTIES

ISSUE DATE: APRIL 5, 2019

The Procurement Code, NMSA 1978, 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.

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## INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared non-responsive and, therefore, not eligible for further consideration. A proposal submitted after the deadline is deemed unresponsive.

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

Before the award is made, the Fourth Judicial District Court (FOURTH JDC) 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 without such discussions.

When it is in the best interest of the FOURTH JDC, 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 FOURTH JDC sending written notice to the Contractor. The FOURTH JDC'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 finalize a program, the Contractor will be compensated to the level of services performed, as authorized by the FOURTH JDC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the FOURTH JDC in such circumstances as contractor defaults or is in breach of the Contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-28 to Section 13-1-199.

This RFP is being issued to hire a Contractor to work with the FOURTH JDC Adult Drug Court Program to provide substance abuse treatment and drug testing services.

The contract will be for a one year period beginning July 1, 2019 with an option to renew each year after the first year for no more than three additional years, for a total of no more than four years, at the discretion of the FOURTH JDC. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the Contractor as determined by the FOURTH JDC and upon sufficient funding.

B. SUMMARY OF SCOPE OF WORK

The FOURTH JDC is soliciting proposals for a Contractor.

The focus of the Substance Abuse Treatment Services is to provide substance abuse treatment and drug testing services to the participants of the FOURTH JDC Adult Drug Court Program. Treatment Services will align with the New Mexico Judiciary Drug Court Standards (approved October 2016 and revised in February 2019) NADCP Adult Drug Court Best Practice Standards and The FOURTH JDC Adult Drug Court Policy and Procedure Manual. Substance abuse treatment services shall be evidence-based and include: screening and assessment; individual therapy, group counseling; individual treatment plans; drug screening and testing; family intervention services; case management services; court liaison services; surveillance and aftercare services. Attendance and progress reports will be provided to the FOURTH JDC Adult Drug Court Program.

The initial contract shall begin on or about July 1, 2019 through June 30, 2020 and may be extended up to three years, for no more than four years based on funding.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes professional services only. The FOURTH JDC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

D. RFP MANAGER

The FOURTH JDC has designated an RFP Manager who is responsible for the conduct of this procurement whose name, address, and telephone number is listed below:

JEFF ROMERO CPO/CFA  
496 West National Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7281 Ext. 229 Fax (505) 454-8611  
Email: [lvedjzr@nmcourts.gov](mailto:lvedjzr@nmcourts.gov)

All submissions and deliveries via postal service and express courier should be sent to the above address.

Any inquires or requests regarding this procurement should be submitted to the RFP Manager in writing. Offerors may contact ONLY the RFP Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the FOURTH JDC.

E. AOC GENERAL COUNSEL

Contact information for the AOC General Counsel is:

Celina Jones  
237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-8400 phone  
(505) 827-4824 fax  
Email: [aoccaj@nmcourts.gov](mailto:aoccaj@nmcourts.gov)

F. DEFINITION OF TERMINOLOGY

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

“Aftercare” means follow-up care provided after the treatment program.

“AOC” means the Administrative Office of the Courts.

“Case Management Services” means providing referrals to local support services such as housing, transportation, child care services, employment training and continuing care, and providing continuing guidance in obtaining such services.

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

“Contractor” means the successful Offeror.

“Court Liaison” means the primary care provider or a representative knowledgeable about each participant’s treatment progress, who will be available for Adult Drug Court Program staffing meeting and hearings.

“Adult Drug Court Team” is a multi-agency collaborative including the: Judge, Drug Court Program Coordinator, District Attorney designee, Public Defender designee, contracted treatment provider, Adult Probation and Parole designee, San Miguel County Detention designee, local law enforcement designee from the City, County and State Police Departments, Surveillance Officer as well as any other community partner deemed necessary by the Adult Drug Court Team.

“Drug Screening” is on-site, rapid drug screening with results available within five (5) minutes. Drug Screening is conducted on all participants. All drug screening results shall be reported and forwarded promptly to the Adult Drug Court program coordinator.

“Evaluation Committee” means a body of two or more individuals appointed by the FOURTH JDC to perform the evaluation of Offeror proposals.

"Family Intervention Sessions" mean family therapy services provided as needed by a licensed/certified practitioner with prior approval from the FOURTH JDC.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the Request for Proposals and whose proposal qualifies that Offeror for further consideration by the Evaluation Committee.

"FOURTH JDC" is the Fourth Judicial District Court for San Miguel, Mora and Guadalupe Counties.

"Group Counseling" means weekly gender and culturally specific counseling sessions, provided by a licensed/certified practitioner to two or more (not to exceed 10) participants at a given time as they progress from phase one through phase five of the program.

"Individual Therapy" means a psychotherapeutic session between therapist and client wherein evidence-based practices are utilized to create a collaborative process that motivates the client toward healthy behaviors and improved quality of life.

"Adult Drug Court Program Coordinator/Manager" means the person or designee authorized by the FOURTH JDC to supervise the Adult Drug Court Program.

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

"RFP Manager" means the person authorized by the FOURTH JDC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

"Screening and Assessment" means utilization of evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, conducted on all incoming participants to identify, diagnose and determine appropriate level of care that is specific to the individual. The yielded information is shared with the Drug Court team to the extent that it does not jeopardize confidentiality.

“Surveillance” means monitoring and drug testing of Drug Court participants within the community program compliance. This includes reporting findings to other Team Members, as well as the Court at the time of case staffing and Judicial Reviews. Surveillance Officers may perform their duties at any time of the day or night, as may be determined by the Adult Drug Court Team, or the Program Coordinator and/or the presiding Adult Drug Court Judge.

“Treatment Plan” means a plan for counseling services that is prepared by a licensed/certified practitioner for each program participant every ninety (90) days, which shall be reviewed and approved by the presiding Drug Court Judge, and copies shall be forwarded to the Drug Court program coordinator.

#### G. BACKGROUND INFORMATION

The FOURTH JDC Adult Drug Court Program will provide treatment, support, and assistance to program participants by identifying short-term goals based on individual risk and need factors, and enhance public safety by assisting offenders in adopting a productive and law-abiding lifestyle. The program will also provide offenders an opportunity for diversion from recurring entry into the criminal justice system by offering enhanced services as deemed appropriate through objective assessments and program progress. Enhanced treatment, accountability, and supervision of the offenders will reduce recidivism, thereby reducing both short- and long-term financial cost of managing offenders in penal institutions.

Prospective candidates who are arrested or adjudicated are referred to the Adult Drug Court Program Coordinator. Upon receiving the referral, an initial screening assessment interview is conducted by the Drug Court program coordinator and forwarded to the Treatment Provider for an assessment for purposes of determining eligibility based on the criteria set forth by the Adult Drug Court Team.

The FOURTH JDC Adult Drug Court program is divided into four active phases and an aftercare (Phase 5) as follows: Phase 1 to equal 16 weeks; Phase 2 to equal 14 weeks; Phase 3 to equal 12 weeks; Phase 4 to equal 10 weeks, and Aftercare (Phase 5) as determined by the presiding Adult Drug Court Judge, each dependent on participant progress. The program is designed in such a way so that as the participant makes progress in their substance use issues, the participant can move from a highly supervised treatment program in Phase 1, to a less intensively supervised treatment program in Phase 5.

The participant's progress and program participation is monitored on a daily and weekly basis. Completion of all weekly components is required before advancing to the next level. The participant is expected to do everything in regard to program requirements in order to advance to the next program phase. As the participant advances from one phase to the next, the time to report to the Adult Drug Court Program diminishes incrementally. Incentives and sanctions are imposed at the recommendation of the Adult Drug Court Team along with the Drug Court Judge, who will make the final determination.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	FOURTH JDC	April 5, 2019
2. Deadline to Submit Acknowledgement of Receipt of Request for Proposals Form	Potential Offerors	April 12, 2019
3. Deadline to Submit Questions	Potential Offerors	April 12, 2019
4. Response to Written Questions	FOURTH JDC	April 19, 2019
5. Submission of Proposal	Potential Offerors	April 25, 2019
6. Campaign Contribution Disclosure	Offerors	May 6, 2019
7. Proposals Evaluation	Evaluation Committee	May 7 – 8, 2019
8. Selection of Finalists	Evaluation Committee	May 9, 2019
9. Finalize Contract	FOURTH JDC /Offeror	May15, 2019
10. Award Contract	FOURTH JDC /Offeror	May 20, 2019
11. Protest Deadline	Offeror	June 11,2019

### B. EXPLANATION OF EVENTS

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

#### 1. Issue of RFP

This RFP is being issued by the FOURTH JDC on April 5, 2019. Additional copies of the RFP can be obtained from the RFP Manager or viewed on the State Court website ([www.nmcourts.com](http://www.nmcourts.com)) and the FOURTH JDC website <https://fourthdistrictcourt.nmcourts.gov>.

#### 2. Deadline List Response Due

Potential Offerors should hand-deliver, facsimile, or by registered certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Attachment A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized

representative of the organization, dated, and returned by 3:00 PM on April 12, 2019 to the RFP Manager(see Section I, Paragraph D).

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 3:00 PM on April 12, 2019. All written questions must be addressed to the RFP Manager (see Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on April 19, 2019, to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form shall accompany the distribution package. The form shall be signed by the Offerors representative, dated, and hand-delivered or returned by, facsimile, or by registered/certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offeror's organization name shall be deleted from the procurement distribution list.

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

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE RFP MANAGER NO LATER THAN 3:00 PM ON April 25, 2019. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the RFP Manager at the address listed in Section I, Paragraph D. Proposals must be labeled on the outside of the package so as to clearly indicate that they are in response to Adult Substance Abuse Treatment Services for the FOURTH JDC Request for Proposals. Proposals must be sealed. Proposals submitted by e-mail or facsimile will not be accepted.

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

6. Campaign Contribution Disclosure

Pursuant to NMSA 1978, 13-1-191.1, potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment C) on May 6, 2019.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the FOURTH JDC. This process will begin on May 7, 2019. During this time, the RFP Manager may, initiate discussions with the Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussions. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the RFP Manager will notify the finalists on May 9, 2019. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Finalize Contract

The contract will be finalized with the most advantageous Offeror on May 15, 2019. In the event that mutually agreeable terms cannot be reached within the time specified, the FOURTH JDC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

10. Contract Award

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP on May 20, 2019

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 3:00 pm June 11, 2019. Protests 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 RFP Manager. The protest must be delivered to the RFP Manager at the address listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

## C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the AOC's or General Services Department State Purchasing Division of the State of New Mexico Guidelines Governing Procurement.

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

### 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 FOURTH JDC. The FOURTH JDC will make contract payments only to the prime contractor.

### 4. Subcontractors

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

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The FOURTH JDC personnel will not merge, collate, or assemble proposal materials.

### 6. 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 RFP Manager.

### 7. Proposal Offer Firm

Responses to this RFP will be considered until May 7, 2019.

## 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents will be open to the public, except for the material which is proprietary or confidential. The RFP Manager will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted with the words "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 57-3-A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the RFP Manager 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 to prevent the disclosure, the proposal will not be disclosed. The proposal shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

## 9. No Obligation

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

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

The FOURTH JDC requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought to the attention of the RFP Manager.

## 13. Governing Law

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

## 14. Basis for Proposal

Only information supplied by the FOURTH JDC in writing through the RFP Manager in this RFP should be used as the basis for the preparation of Offeror proposals.

## 15. Contract Terms and Conditions

The contract between the FOURTH JDC and the Contractor(s) will follow the format specified by the FOURTH JDC and contain the terms and conditions set forth in Attachment B, "Contract Terms and Conditions." However, the FOURTH JDC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the FOURTH JDC's terms and conditions, as contained in this Section or in Attachment B, such Offeror must propose specific alternative language that would be acceptable to the FOURTH JDC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the FOURTH JDC 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 FOURTH JDC.

## 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the FOURTH JDC.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiations, will be discussed only between the AOC, the FOURTH JDC and the selected Offerors and will not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror's Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

19. 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.

20. Change in Contractor Representatives

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

21. Notice of Criminal Penalties

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

22. FOURTH JDC Rights

The FOURTH JDC reserves the right to accept all or a portion of an Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

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

25. Electronic Mail Address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the FOURTH JDC, the version maintained by the FOURTH JDC shall govern.

27. Suspension and Debarment Requirement

The Offeror shall certify, by signing the agreement attached hereto as Attachment D, that to the best of Offeror's knowledge and belief, the Offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State department or agency.

**III. RESPONSE FORMAT AND ORGANIZATION**

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offeror shall deliver one original and three (3) identical copies of their proposal on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a 3-ring binder/folder with tabs delineating each section.

## 1) 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
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications
- e) Budget Cost and Breakdown
- f) Suspension and Debarment Form
- g) Campaign Contribution Form
- h) Response to FOURTH JDC Terms and Conditions
- i) Offeror's Additional Terms and Conditions
- j) Updated Resume with all applicable Diplomas, Certification(s), Certificate(s) of Completion, Licensure(s), Business License, of staff.
- k) Professional and Personal References
- l) Proof of Insurability as required herein.
- m) Other Supporting Material

Within each section of their proposal, Offeror should address the items in the order in which they appear in the RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to the requirements may be deemed non-responsive and rejected on that basis.

Offeror may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

## 2) Letter of Transmittal

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

- a) Identify the submitting firm/Offeror, including address, phone number, and website;
- b) Identify the name and title of the person authorized by the firm/Offeror to contractually obligate the firm/Offeror;
- c) Identify the name, title, email, and telephone number of the person authorized to negotiate the contract on behalf of the firm/Offeror;
- d) Identify the names, titles, emails, and telephone numbers of the persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the firm/Offeror; and
- g) Acknowledge receipt of any and all amendments to this RFP.

### 3) Resume

Each proposal must attach an updated resume of the Director, Chief Financial Officer and staff who will be performing services for participants, with all applicable Diplomas, Certification(s), Certificate(s) of Completion, Licensure(s), Business License, of staff.

### 4) Professional and Personal References

Each proposal must provide two (2) professional reference letters and two (2) personal references. Through the references provided, the FOURTH JDC will evaluate the performance of and professionalism shown by the Contractor for work performed for any of the courts or other state agencies in New Mexico.

## **IV. SPECIFICATIONS**

This section contains relevant information concerning the task to be performed by the Contractor. Offeror should respond in the form of a narrative to each specification. The narrative, along with the required supporting material will be evaluated accordingly.

### A. DETAILED SCOPE OF WORK

All of the following requirements are mandatory for carrying out the services associated with Substance Abuse Treatment. The Contractor shall work closely with the Fourth JDC Adult Drug Court Program to carry out the tasks and complete the objectives of this service contract. The Contractor must agree to provide progress reports on individual participants and service provision updates to the Fourth JDC Adult Drug Court Program during bi-weekly staffing meetings. The primary treatment-providing staff member, or a staff member fully informed of client needs and progress, will participate in team meetings and Adult Drug Court hearings on a bi-weekly basis. For continuity purposes, the person providing these services should consistently be the same person with only occasional substitutes. Written status reports will include, at a minimum, participant progress, problems encountered, and recommendations for the team.

This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program.

All practitioners/counselors/therapists utilized by Offeror must meet the requirements set forth by the Regulation & Licensing Division of the State of New Mexico in Chapter 61 Professional and Occupational Licenses, NMSA 1978 and comply with all applicable State and Federal laws. Counselors must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of

Practice NMSA 61-9A-5-F-G. The Licensed Mental Health Counselor (LMHC) must work under supervision at all times when providing mental health counseling, and the Licensed Substance Abuse Associate (LSAA) must work under supervision at all times when conducting substance abuse counseling. Treatment Provider must provide an interpreter for clients with Limited English Proficiency (LEP) and meet the needs of LEP, sight impaired, deaf and hard of hearing clients for all services required tendered by the provider.

The Fourth JDC Adult Drug Court Program services shall include:

- The Contractor shall be Medicaid certified and shall determine if all current and incoming participants are on Medicaid. The Contractor shall ensure that every participant who is Medicaid eligible applies for services. Should a participant be on Medicaid, the Contractor will bill Medicaid first and then the FOURTH JDC. The Contractor will provide all information regarding its billing of Medicaid to the FOURTH JDC on a monthly basis.
- Screening & Assessment – Screening and assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in drug court shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g. from family members and Adult Drug Court Coordinator). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible and no later than seven (7) days from the date of referral.
- Individual Treatment Plan – An individual treatment plan will be prepared within 7 and no later than 10 days of acceptance into the Adult Drug Court Program by a licensed/certified practitioner for each program participant to be reviewed and approved by the presiding drug court judge.
- Individual Therapy – Individual Therapy will be provided for each participant by a licensed/certified practitioner as desired or as determined by the individual treatment plan. Contractor agrees to provide individual therapy on a weekly basis. .
- Group Counseling – Group counseling will be provided for each participant by a licensed/certified practitioner as required per ongoing evaluation, assessment and program progress. Contractor agrees to provide gender-specific groups on a weekly basis.
- Family Intervention Services – Family intervention services will be provided by a licensed/certified practitioner as needed.
- Court Liaison Services – The Contractor's representative knowledgeable about each participant's treatment progress will be available for each Adult Drug Court staffing meeting and hearings.

- Case Management – The Contractor will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care as needed.
- Drug Screening – The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded promptly to the drug court program coordinator and in addition, Contractor shall comply as follows:
  - Shall employ trained personnel, male and female observer/collectors, who are acceptable to the Fourth JDC Adult Drug Court Program.
  - Availability to collect daily, Monday through Sunday; hours to be determined by the Drug Court Team.
  - Minimum of fourteen (14) panel drug screening to include: Amphetamines; Benzodiazepines; Buprenorphine; Cannabinoids (THC); Cocaine; Ecstasy; Ethyl Glucuronide (EtG, Alcohol); Fentanyl Methamphetamine; Methadone; Morphine; Opiates; Oxycodone; Synthetic Cannabinoid (K2).
  - Alcohol screening with approved breath analyzer.
  - Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative results;
  - Observers/collectors shall follow established Fourth JDC Adult Drug Court Program protocols.
  - Random drug screening shall follow established Adult Drug Court Program protocols for each participant, and may include weekends and holidays unless otherwise directed by the FOURTH JDC Adult Drug Court Program.
- The Contractor agrees to provide the program coordinator with written notice of all screenings and assessments as soon as possible, but not later than 24 hours of completed appointment and for those individuals testing positive, immediate notification to the Adult Drug Court Program Coordinator.
- The Contractor agrees to have scheduled times in which to be available for participants.
- The Contractor agrees to reschedule any cancelled Individual Therapy and Group sessions and to notify Program Coordinator of such cancellations.

## B. BUSINESS SPECIFICATIONS

### 1. Project Time Frame

The project is scheduled to begin on July 1, 2019. Please describe the proposed time-line of services provided to participants.

#### a. Facilities

Include detailed narrative on available facilities, including, but not limited to computers, offices, and equipment.

## C. MANDATORY SPECIFICATIONS

### 1. Project Reporting

Offerors must agree to prepare progress reports on individual participants and service provision updates to the Adult Drug Court Program and participate in team meetings and hearings on a bi-weekly basis. Written status reports will include, at a minimum, participant progress, problems encountered, and recommendations for the team.

### 2. Offeror Experience

The Offeror, and any individual providing services under the terms herein, including but not limited to staff, contractors, subcontractors, associates, lead professionals, therapists, counselors, must be qualified and adequately trained and meet all State and Federal licensure requirements to provide the unique treatment required by drug court participants. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice NMSA 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling. The Offeror shall, at a minimum, be Licensed Substance Abuse Associates (LSAAs) under the laws of New Mexico. It is understood that an LSAA must be under the supervision of a Licensed Alcohol and Drug Abuse Counselor (LADAC). The Offeror shall be experienced in working with adults and/or the judicial system. The Offeror must submit a statement of relevant experience, including experience and professional qualifications of lead professional(s) and subcontractors. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to screening and assessment, individual therapy, group therapy, development of individual treatment plans and on-site drug testing services.

### 3. Cost

Offeror must propose one firm, fixed, fully loaded hourly rate **per service** category below for contractor, or its employees or subcontractors. This cost breakdown shall be submitted under Section C of the proposal summary. The firm, fixed, fully loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully loaded hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor and personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice. This rate shall be calculated for a total of **20 participants** for one year of service.

Please utilize the format below:

<b>Service Category</b>	<b>Cost Per Unit/Hour</b>	<b>Cost Multiplier (specify multiplier)</b>	<b>Total Cost</b>
<b>Screening &amp; Assessment</b>	Cost Per Participant	Multiply times 20 participants for one year	
<b>Individual Treatment Plan with updates</b>	Cost per Participant	Multiply times 20 participants for one year	
<b>Individual Therapy</b>	Cost per Hour	Multiply times estimated number of sessions	
<b>Group Counseling</b>	Cost per Hour	Multiply times estimated number of sessions	
<b>Miscellaneous Counseling</b>	Cost per Hour	Multiply times estimated number of sessions	
<b>Court Liaison Services</b>	Cost per Hour	Multiply times estimated number of sessions	
<b>Case Management</b>	Cost per Hour	Multiply times estimated number of sessions	
<b>Drug Screening</b>	Cost per Unit	Multiply times estimated number of tests	
<b>Drug Screening Lab Testing</b>	Cost per Unit	Multiply times estimated number of tests	
<b>Breathalyzer Testing</b>	Cost per Unit	Multiply times estimated number of tests	
<b>Surveillance</b>	Cost per Hour	Multiply times estimated number of encounters	
<b>Total Treatment Cost for 20 Participants for One Year</b>			

4. Liability Insurance

Submit evidence of the organization's or individual's current liability insurance policy of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of all staff members of the Contractor pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps being taken to obtain such insurance and provide any assurances received from insurance carriers. Prior to the expiration date of said policy, the Contractor shall provide proof of renewal.

**V. EVALUATION**

A. EVALUATION POINT/TABLE SUMMARY

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

**Criteria**

The following criteria and potential points awarded are clarified as follows.

1) Eligibility and Program Components	45 points
2) Financial Requirements	15 points
3) Experience and References	30 points
4) Presentation of Materials	<u>10 points</u>
TOTAL POINTS	100

B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The RFP Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked, or choose, to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose Proposal is most advantageous to the FOURTH JDC, taking into consideration the evaluation factors in Section V, will be recommended for the contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT A

Acknowledgement of Receipt of Request for Proposals Form

REQUEST FOR PROPOSALS

Substance Abuse Treatment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy of the RFP for Adult Substance Abuse Treatment Services in the Fourth JDC, beginning with the title page and table of contents and ending with Attachment D.

This acknowledgment of receipt should be signed and returned to the RFP Manager no later than 3:00 PM on April 12, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the FOURTH JDC's written responses to those questions, as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

The name and address will be used for all correspondence related to the Request for Proposals.

Firm **does/does not** (circle one) intend to respond to this Request for Proposals.

## ATTACHMENT B

### Contract Terms and Conditions

**STATE OF NEW MEXICO  
FOURTH JUDICIAL DISTRICT COURT  
FOR THE COUNTIES OF  
SAN MIGUEL, MORA and GUADALUPE**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2019 by and between the **FOURTH JUDICIAL DISTRICT COURT** herein after referred to as the FOURTH JDC, and **Contractor**, hereinafter referred to as the Contractor for the purpose of providing screening and assessment; individual therapy; group therapy; drug screening; family intervention sessions; court liaison services, and after care services for FOURTH JDC Adult Drug Court Program.

**ADDRESS OF CONTRACTOR:**                      **Street  
City, State, Zip Code**

**PHONE NUMBER OF CONTRACTOR:**      **Phone Number and Cell Phone Number**

**E-MAIL OF CONTRACTOR:**                      **e-mail address and website if applicable**

IT IS AGREED BETWEEN THE PARTIES:

**1.     Scope of Work.**

**A.    The Contractor shall perform the following work:**

All of the following requirements are mandatory for carrying out the services associated with Substance Abuse Treatment for the Adult Drug Court clients. The Contractor shall work closely with the Fourth JDC Adult Drug Court Program to carry out the tasks necessary to complete the objectives of this service contract. The Contractor must agree to prepare progress reports on individual participants and service provision updates to the Fourth JDC Adult Drug Court Program. The contractor must agree to attend all staff meetings, drug court sessions bi-weekly and participate in team meetings and hearings as needed. Written status reports will include project progress and problems encountered. This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program. CONTRACTOR shall agree to audits of service records and provider credentialing documentation.

The focus of the Substance Abuse Treatment Service Contract is to provide substance abuse treatment and drug testing services to the participants of the Fourth JDC Adult Drug Court Program and services shall include but are not limited to:

1. Screening and Assessment: An assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Assessment shall include evidence-based and validated instruments including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory or other types of testing, and by ancillary information (e.g., from family members and Adult Drug Court Coordinator). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, and no later than the next scheduled staffing from the date of referral. **\$ XX per client**
2. Individual Treatment Plan: An individual treatment plan will be provided within 7 days and no later than 10 days of acceptance into the Adult Drug Court Program for each participant by a licensed/certified practitioner for each program participant. The presiding drug court judge shall review and approve the plan. **Included in Assessment Fee**
  - a. Treatment Plan Updates will be conducted every 90 days or as medically necessary;
  - b. Updated treatment plans shall be provided to the program coordinator via e-mail, fax, or hard copy; and
  - c. Updated treatment plans shall be provided to the program coordinator as soon as possible, but no later than 24 hours following completion if completed on Monday – Thursday and 72 hours if completed on Friday – Sunday or holiday.
3. Individual Therapy: Individual Therapy will be provided for each participant by a licensed/certified practitioner. **\$XX per client/per session**
  - a. The program coordinator or court staff may observe any individual treatment session on a random, intermittent basis.
4. Group Counseling: Group counseling will be provided for each participant by a licensed/certified practitioner on a **weekly basis from phase one through phase five**. The group sessions must utilize an evidence-based, cognitive behavioral therapy and the Contractor will provide proof of the evidence-based approach to the FOURTH JDC for approval. If required by the Drug Court Team, the Contractor agrees to provide trauma-informed, gender, and culturally-specific

groups, including separate sessions for high and low risk participants on a **weekly basis. \$XX per client/per session**

- a. The program coordinator or court staff may observe any group session on a random, intermittent basis;
5. Family Intervention Services: Family Intervention Services will be provided by a licensed/certified practitioner as needed. **\$XX per client/per session**
6. Court Liaison Service: The Contractor's representative shall be knowledgeable about each participant's treatment progress and will be available for staffing meetings and hearings. **\$XX per session**
7. Case Management: The Contractor will refer participants to local support services such as housing, transportation, child care services, employment training, and continuing care as needed. **\$XX per client/per session**
8. Drug Screening: The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded promptly to the drug court program Coordinator. **\$XX per client/per session**
  - a. Male and female collectors/observers shall be trained in accordance with the requirements of the Drug Court Program protocols;
  - b. The treatment counselor shall be immediately notified of all positive onsite drug tests results and/or breath analyzer test results;
  - c. Collectors/observers shall be available to collect daily, Monday through Sunday, with the hours to be determined;
  - d. Alcohol screening with approved Breathalyzer shall be provided by the Contractor at a minimum of three times per week for each participant.
    - o Administer, once each week, as determined by the drug court program coordinator, a minimum of fourteen (14) panel drug screening to include: Barbiturates, Buprenorphine; Cocaine; Benzodiazepines; Cocaine; Ecstasy; Methamphetamine; Marijuana/THC; Methadone; Morphine; Opiates; Oxycodone, Fentanyl.
  - e. Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative results;
  - f. Collectors/observers shall follow established Drug Court Program protocols;
  - g. Random drug screening will occur at a minimum of three times per week, including weekends and holidays, for each participant unless otherwise directed by the Adult Drug Court Program and shall be performed by Male and Female collectors/observers based on the gender of the participant.

- h. The Contractor agrees to provide the program coordinator with written notice of all screenings and assessments as soon as possible, but not later than 24 hours following the completed appointment.
  - i. Notice of screenings and assessments may be provided to the program coordinator via email, fax, or hard copy.
  - j. The Contractor shall provide a phone service or other method of instant notification by which information related to drug testing and all scheduled programming can be disseminated to all participants in English as well as comply with Language Access Requirements listed herein.
  - k. The Contractor agrees not to cancel any programming, activities, sessions, or meetings with participants without sufficient notification to each participant. Any such cancellations must be submitted to the Program Coordinator upon cancellation.
- 9. The contractor agrees to provide a surveillance officer(s) as part of this contract. Said surveillance officer(s) shall comply with all rules and regulations established by the Drug Court Program contained in the Policy Manual, including but not limited to direct weekly contact with all participants as defined by the Drug Court Program Coordinator. Any surveillance officer(s) shall be required to attend all staffing and drug court sessions, unless excused from attending by the Drug Court Judge.
- 10. The Contractor agrees to provide the program coordinator with written incident reports advising of any and all known participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed urinalysis testing, positive urinalysis testing and positive breath analysis testing. **\$XX per client/per session**
  - a. Incident reports may be provided to the program coordinator via e-mail, fax, or hard copy, and
  - b. Incident reports shall be provided to the program coordinator as soon as possible, and within 24 hours if an incident occurs Monday – Thursday; and 72 hours if an incident occurs Friday – Sunday or holiday.
- 11. The Contractor agrees to provide all necessary services, including but not limited to interpreters to those individuals who are serviced by contractor in accordance with AOC and Court guidelines. Language Access Services shall be The Contractor's responsibility and be in compliance with all applicable federal state, and local laws, regulations, executive orders, and ordinances, including Title VI of the Civil Rights Act of 1965 and the Americans with Disabilities Act. The Contractor will provide services to Limited English Proficiency (LEP) individuals that meet the needs of LEP and deaf and hard of hearing

clients through the use of bilingual employees, translation and interpretation and other auxiliary aids and services.

The Contractor will also provide services that reasonably meet the needs of clients with other disabilities. The Contractor's facilities must be accessible to person with disabilities or be provided at a location that complies with the Americans' with Disabilities Act.

12. The Contractor agrees to maintain all applicable licenses and abide by all County, City, State and Federal laws.
13. The Contractor will attend FOURTH JDC authorized training, with written prior authorization, and may bill for training and travel in accordance with the New Mexico Regulations Governing the Per Diem and Mileage Act 2.42.2 NMAC.

**B. Services will be performed at:**

Building Name  
Address

2. **Compensation.** The FOURTH JDC shall pay the Contractor for services satisfactorily performed. The FOURTH JDC will make monthly payments for professional services, upon receipt of a monthly invoice. Such compensation under this AGREEMENT shall not exceed \$\_\_\_\_\_. **XX thousand dollars (\$XX)**, inclusive of gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by CONTRACTOR under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the FOURTH JDC 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.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the FOURTH JDC no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

Contractor must submit a detailed statement accounting for all services performed and expenses incurred by the 10<sup>th</sup> of every month. If the FOURTH JDC finds that the services are not acceptable, within thirty days

after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the FOURTH JDC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the FOURTH JDC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Invoices received after the 10<sup>th</sup> day will be subject to a 2% decrease in the total amount due.

**3. Term.**

THIS AGREEMENT commences on July 1, 2019 and ends on June 30, 2020, unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years except as set forth in Section 13-1-150 NMSA 1978.

**4. 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 FOURTH JDC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the FOURTH JDC 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 FOURTH JDC or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Immediately upon receipt by either the FOURTH JDC 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 FOURTH JDC; 2) comply with all directives issued by the FOURTH JDC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the FOURTH JDC shall direct for the protection, preservation, retention, or transfer of all property titled to the FOURTH JDC 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 FOURTH JDC upon termination and shall be submitted to the FOURTH JDC 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 authorizations are not made by the Legislature and/or current grantor, this Agreement shall terminate immediately upon written notice being given by the FOURTH JDC to the Contractor. The FOURTH JDC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the FOURTH JDC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement, or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the FOURTH JDC 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 FOURTH JDC.

**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 FOURTH JDC.

**9. Release.**

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

**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 FOURTH JDC.

**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 FOURTH JDC 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 that it 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 FOURTH JDC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree

to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**14. Merger.**

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

**15. Penalties for Violation of Law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, impose 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 New Mexico state laws and rules and regulations 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to

comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the FOURTH JDC.

**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 FOURTH JDC, the Department of Finance and Administration, and the State Auditor. The FOURTH JDC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the FOURTH JDC to recover excessive or illegal payments.

**20. Indemnification.**

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

**21. Invalid Term or Condition.**

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

**22. Enforcement of Agreement.**

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**23. Notices.**

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

To the FOURTH JDC:

JEFF ROMERO, CPO/CFA  
496 West National Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7281 Ext. 229 Fax (505) 454-8611  
Email: [lvedjzr@nmcourts.gov](mailto:lvedjzr@nmcourts.gov)

To the Contractor:

**Contractor Name**

**Address**

**E-mail**

**24. Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Contractor certifies that neither he/she/it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

**25. Authority.**

If Contractor is other than a natural person, each individual 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:

**Fourth Judicial District Court**

BY: \_\_\_\_\_  
Gerald E Baca, Chief District Judge

DATE: \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
Robert Duran, CEO/CFO

DATE: \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
Contractor

DATE: \_\_\_\_\_, 2019

**TAXATION AND REVENUE DEPARTMENT**

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

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

YES  
NM TAX ID: 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: \_\_\_\_\_  
Tax & Revenue Department

\_\_\_\_\_  
Date Signed

Tax Identification Number (TIN):

YES NO

APPROVED: \_\_\_\_\_  
Judicial Budget Officer

\_\_\_\_\_  
Date Signed

ATTACHMENT C

Campaign Contribution Disclosure Form

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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. 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 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) over the two-year period.

B. The disclosure shall indicate the date, the amount, the nature and the purpose of the contribution. The disclosure statement shall be on a form developed and made available electronically by the department of finance and administration to all state agencies and local public bodies. 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 for each competitive sealed proposal, sole source or small purchase contract. The form shall be filed with the state agency or local public body as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the Contractor signs the contract.

C. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

D. A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

E. A solicitation or proposed award for a proposed contract may be canceled 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 if:

(1) a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

(2) a prospective contractor or family member or 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.

F. As used in this section:

(1) "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;

(2) "family member" means a 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;

(3) "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;

(4) "prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract; and

(5) "representative of the 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 D

Certification Regarding Debarment, Suspension, Proposed  
Debarment, and Other Responsibility Matters

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between the FOURTH JDC and the successful Offeror pursuant to this RFP is a "covered transaction," as defined by 48 C.F.R. Part 9. The FOURTH JDC's contract with the successful Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to FOURTH JDC in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the FOURTH JDC for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the FOURTH JDC for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although FOURTH JDC may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which FOURTH JDC will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to FOURTH JDC, FOURTH JDC may terminate the contract resulting from this request for proposals for default.*

*The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offerors responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror's proposal for non-responsibility and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror's failure to provide such explanation will result in rejection of the Offeror's proposal. If the Offeror's certification indicates that any of the items in paragraph (a), below, exist, FOURTH JDC, in its sole discretion, may request that the U.S. Department of Health and Human Services grant an exception under 48 C.F.R. §§ 9.4, if FOURTH JDC believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will FOURTH JDC award a contract to an Offeror if the requested exception is not granted for the Offeror.*

By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

- (i) The Offeror and/or any of its Principals-
  - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
  - (B) Have  have not , within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification; and
  - (D) Have  have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 48 C.F.R. § 9.4 and shall include an officer, director, owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or, occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used herein, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 48 C.F.R. Part 9.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OFFEROR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

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

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