

STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT

REQUEST FOR PROPOSALS
STATE FISCAL YEAR 2025
RFP NO. 24-003

PROFESSIONAL DEFENSE ATTORNEY TEAM MEMBER SERVICES
FOR SPECIALTY COURT PROGRAMS
FOR THE
BERNALILLO COUNTY METROPOLITAN COURT

Release Date:	September 20, 2024
Acknowledgement of Receipt Deadline:	September 30, 2024
Non-Mandatory Virtual Pre-Proposal Conference:	September 30, 2024 @ 9:00 AM
Deadline for Submission of Proposals:	October 24, 2024 @ 3:00 PM

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I. INTRODUCTION

A. BERNALILLO COUNTY METROPOLITAN COURT

The Bernalillo County Metropolitan Court (“Court”), created pursuant to NMSA 1978, § 34-8A-1 et seq., is a court of limited jurisdiction located in Albuquerque, New Mexico.

B. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (“RFP”) is to solicit proposals, in accordance with the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq. The Court is requesting proposals, including statements of qualifications and performance data, from licensed attorneys (“Offerors”) that by reason of their skill, knowledge, and experience in criminal defense are able to participate in the Court’s specialty court programs staffing teams in accordance with the Scope of Work set forth in this RFP.

C. SUMMARY OF SCOPE OF WORK

The Metropolitan Court administers a number of Specialty Courts for its criminal cases, which provide intensive judicial oversight, probation supervision, specialized treatment, and referrals for ancillary services for defendants and probationers. The Court is soliciting proposals under this RFP are from licensed attorneys with experience in criminal defense to participate in the staffing teams for each of the following Specialty Court programs: DWI Recovery Court (“Recovery Court”), Urban Native American Healing to Wellness Court Program (“HTW”), Domestic Violence Solutions Treatment Education Program (“DVSTEP”), Behavioral Health Court (“BHC”), Behavioral Health DWI Court (“BHC-DWI”), and Community Veterans Court (“CVC”) specialty court programs (“collectively “Programs” or “Specialty Court Programs”). The goals of these Programs include improving public safety by reducing criminal recidivism and supporting the recovery of the defendant/probationers who participate in these Specialty Court Programs from substance abuse, behavioral health disorders, and co-occurring disorders.

Each of these Specialty Courts admits individuals with a variety of behavioral health disorders, including substance abuse and co-occurring mental illnesses. Depending on their needs as determined by clinical assessments performed by the Court’s clinician and contracted counseling agencies, the treatment afforded these Participants by other Contractors with the Court may consist of outpatient substance abuse and mental health counseling, trauma treatment, interventions for criminal thinking and attitudes, and psychotropic medication management. However, in order for these Specialty Court Programs to be successful, there must be representation and participation from not only prosecuting attorneys but also from attorneys who can represent the perspective of the defendant, so the Court is soliciting proposals for professional defense attorney services from interested Offerors who have the required expertise, knowledge, and licensure to provide these services and participate in the staffing, court session, and violation hearings for each of the Court’s Specialty Court Programs consistent with best practices.

The Scope of Work is fully detailed in **Section IV** of this RFP.

The Metropolitan Court is requesting proposals that comply with New Mexico law. The term of the initial contract(s) shall begin as soon as an award is final and a Contract is finalized.

D. SCOPE OF PROCUREMENT

The scope of this procurement is to establish a rate and services schedule from qualified Offerors for a period of **up to four (4) years**, subject to available funding, i.e. for partial **Fiscal Year 2025 (effective as of the date of any contract with the Court on or after July 1, 2024 to June 30, 2025)**, **Fiscal Year 2026 (July 1, 2025 to June 30, 2026)**, **Fiscal Year 2027 (July 1, 2026 to June 30, 2027)**, and **Fiscal Year 2028 (July 1, 2027 to June 30, 2028)**.

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 (defined below). The Court's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

In the discretion of the Court, the initial Contract may end on or before **June 30, 2025**, regardless of when the Contract is initiated. In the event the initial term of the Contract is only one (1) year, the Court reserves the option of extending the Contract for not more than **three (3) additional years**, or any portion thereof. However, under no circumstances will any Contract, including all extensions thereof, exceed a total of **four (4) years** in duration or extend beyond **June 30, 2028**.

E. PROCUREMENT MANAGER

The Court Executive Officer has designated the following Procurement Manager, or any designee, who is responsible for this procurement:

Gary Markel
Procurement Manager
Bernalillo County Metropolitan Court
401 Lomas Blvd. NW
Albuquerque, New Mexico 87102
Telephone: (505) 938-4243 FAX: (505) 222-4800
Email: metrgwm@nmcourts.gov

All deliveries via hand-delivery or express carrier should be addressed as follows:

Gary Markel
Procurement Manager
Bernalillo County Metropolitan Court
Administration Division
401 Lomas Blvd NW
8th Floor, Room 803
Albuquerque, NM 87102

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing or by e-mail to metrgwm@nmcourts.gov. **Offerors may ONLY contact the Procurement Manager, or the Procurement Manager's designee, regarding this procurement. No other state employee has the authority to respond on behalf of the Court and should not be contacted concerning this RFP.**

F. DEFINITIONS

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

“Award” means the final execution of a Contract.

“Co-Occurring Disorders” are the combination of both a substance use disorder and a mental health disorder(s) in the same individual.

“Co-Occurring Treatment Services” are integrated services provided to an individual who has both a mental health and a substance use disorder diagnosis. When mental health and substance abuse diagnoses occur together, each is considered primary and is assessed and treated concurrently.

“Court” means the Bernalillo County Metropolitan Court.

“Court Business Hours” means 8:00 a.m. through 5:00 p.m. Monday through Friday, except for holidays.

“Court Executive Officer” means the Executive Officer of the Court.

“Contract” means the agreement for the provision of services being solicited by this RFP to be entered into by and between the Court and the Contractor.

“Contractor” means a successful Offeror that receives a Contract and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the defined contracted services.

“Criminogenic” refers to treatment services, which address substance abuse and criminal thinking. The treatment goals include the reduction of anti-social cognition, recognition of risky thinking and feelings, helping Participants adopt a prosocial identity, reduction in association with antisocial peers, increased participation with prosocial activities, improved problem solving skills, assistance with self-management (including anger management and coping skills).

“Determination” means the written decision of the Procurement Manager, including findings of fact supporting a decision. The Determination becomes part of the RFP file to which it pertains.

“Evaluation Committee” means a committee appointed by the Court Executive Officer to perform the evaluation of the Offerors’ proposals in response to this RFP.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Court Executive Officer for the Contract award.

“Evidence-Based Treatments” means treatments provided by Treatment providers who administer behavioral or cognitive-behavioral treatments that are documented in manuals and have been demonstrated to improve outcomes for addicted persons involved in the criminal justice system. Treatment providers are proficient at delivering the interventions and are supervised regularly to ensure continuous fidelity to the treatment models.

“Finalist” is an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Fiscal Year” refers to the State of New Mexico fiscal year and means a one year period from July 1 to June 30.

“Individualized” refers to a treatment approach that is based on information that has been gathered during the screening and assessment process that describes the unique characteristics of each Participant. This information then forms the basis for personal interaction with drug court staff, enables decision makers to place the Participant in the most appropriate program available, and enables staff to determine if additional supports and services are needed to promote the Participant’s progress and success. In addition, the information provides a basis from which to measure Participant progress, to identify the need for program enhancements, and to identify areas in which the program is effectively addressing Participant needs.

“Key Personnel” mean all senior personnel of the Contractor assigned to the Contract.

“Non-Mandatory Pre-Proposal Conference” means the Offeror is strongly encouraged to attend the virtual conference by video or by phone; however, attendance is not required as a prerequisite in order for an Offeror to submit a proposal.

“Offeror” is any person or entity, including its or their affiliates, who choose to submit a proposal in response to this RFP.

“Procurement Code” means the New Mexico Procurement Code set forth in Sections 13-1-28 through 13-1-199 of the New Mexico Statutes Annotated 1978, as amended.

“Procurement Manager” means the person or designee authorized by the Court Executive Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals. The name and contact information for the Procurement Manager is set forth in **Section I, Paragraph E** hereof.

“Program” or **“Programs”** means the Court’s Specialty Court programs, and includes: Behavioral Health Court, Behavioral Health DWI Court, Community Veterans Court, Domestic Violence Solutions Treatment Education Program, DWI Recovery Court, and Urban Native American Healing to Wellness Court.

“Program Participant” or **“Participant”** means an individual who is or will be participating in one of the Programs.

“Receipt” means the form of receipt attached hereto as **Appendix A** to be signed by the Offerors acknowledging their receipt of this RFP and interest in being included in the distribution service list for this RFP.

“Request for Proposals” or **“RFP”** means collectively all documents, including those attached or incorporated herein 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 to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate for the satisfactory delivery of the services and/or items of tangible personal property described in this RFP.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP. “Material respects” include, but are not limited to, price, quality, quantity, or delivery requirements.

“Sealed Proposal” means a non-electronic form of a responsive submission proposal by the Offeror. The Proposal is enclosed in an envelope or a box that is completely sealed in a way that nothing can be added or removed.

“Staffing(s)” are meetings which are held prior to holding the Specialty Court Program court session, the court team holds a “staffing.” The staffing is attended by team members. It is a best practice for the staffing to be led by the Specialty Court Program Judge. Judicial participation, however, is discretionary and not mandatory to a drug court. The purpose of the staffing is to update team members on the progress of each Participant scheduled to appear that day in court, and to discuss any potential issues.

“Treatment Plan” is a comprehensive set of tools and strategies that address the Participant’s identifiable strengths as well as her or his problems and deficits. It presents an approach for sequencing resources and activities, and identifies benchmarks of progress to guide evaluation. Treatment plans should contain a section addressing motivation for change.

G. DISCLAIMER. The Court will select a Contractor based on the best overall solution and value. The Court is not obligated to select the lowest bidder. This RFP does not commit the Court to any specific course of action. In addition, the Court reserves the right to purchase either all or any portion of the services, or to not select any vendor or purchase any services resulting from this RFP.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issuance of RFP	Court	September 20, 2024
2.	Deadline to Submit Acknowledgement of Receipt of RFP and Request to be Included on Distribution Service List	Potential Offerors	September 30, 2024
3.	Non-Mandatory Virtual Pre-Proposal Conference	Potential Offerors	September 30, 2024 @ 9:00 AM
4.	Deadline to Submit Questions	Potential Offerors	October 11, 2024 @ 5:00 PM
5.	Response to Questions	Court	October 16, 2024
6.	Deadline for Submission of Proposals	Offerors	October 24, 2024 @ 3:00 PM
7.	Proposal Evaluation	Evaluation Committee	On or about October 29, 2024
8.	Selection of Finalist(s)	Evaluation Committee	On or about October 29, 2024
9.	Best and Final Offers, if any	Finalist	On or about November 1, 2024
10.	Finalist(s)' Oral Presentations, if any	Finalist	On or about November 1, 2024
11.	Notice to Successful Finalist(s) chosen for an award of a Contract and to Other Offerors	Court	On or about November 5, 2024
12.	Finalize Contract(s)	Court/Successful Finalist(s)	Following Selection of Successful Finalist(s)
13.	Contract Award(s)	Court/Successful Finalist(s)	Upon Execution of Contract(s)
14.	Protest of Award Deadline	Offerors	Within 15 days of notice of Contract Award

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued by the Court. Copies of the RFP can be obtained from the Court website <https://metro.nmcourts.gov/> under the “Requests for Proposals.”

2. Acknowledgement of Receipt of RFP and Request to be Included on Distribution Service List

Potential Offerors should hand-deliver, return by facsimile or by e-mail the Acknowledgement of Receipt of Request for Proposals Form (“Receipt”) that accompanies this RFP as **Appendix A** in order to have their respective organizations placed on the procurement distribution service list. The Receipt should be signed by an authorized representative of the potential Offeror’s organization, dated, and returned on or before **September 30, 2024**. The Court utilizes e-mail as its method of communication with potential Offerors who are on the service list; however, the Court will accept communications from potential Offerors by fax, United States mail, or hand-delivery. All potential Offerors who timely submit a Receipt to the Court shall be placed on its e-mail distribution list for purposes of this RFP. Potential Offerors are not required to participate in this service list in order to submit a proposal in response to this RFP; participation on the service list is purely voluntary.

3. Non-Mandatory Virtual Pre-Proposal Conference

The Court will conduct a non-mandatory virtual pre-proposal conference to answer questions regarding this RFP or the RFP process. Potential Offerors are strongly encouraged to participate in this Pre-Proposal Conference; however, attendance is not required or mandatory in order for an Offeror to submit a proposal in response to this RFP. The Pre-Proposal Conference shall be held at the time and place set forth below subject to change and prior notification by the Procurement Manager in the discretion of the Procurement Manager. **The Non-Mandatory Pre-Proposal Conference will be held virtually from the Bernalillo County Metropolitan Court as follows:**

Non-Mandatory Virtual Pre-Proposal Conference
Friday, September 30, 2024, @ 9:00 AM
Time zone: America/Denver
Google Meet joining info
Video call link: <https://meet.google.com/idu-rsry-igt?hs=122&authuser=0>
Or dial: (US) +1 484-841-4633 PIN: 815 580 673#
More phone numbers: +1 617-675-4444 PIN: 405 959 100 8748#

4. Deadline to Submit Questions

Potential Offerors may submit written questions regarding this RFP on or before **5:00 PM Mountain Daylight Time on October 11, 2024**. All questions must be addressed to the Procurement Manager and submitted to metrczs@nmcourts.gov. Responses will be e-mailed to all potential Offerors who have timely requested to be included on the distribution service list.

5. **Response to Questions**

The Procurement Manager shall respond on **October 16, 2024**, to all written questions that are submitted timely by sending an e-mail to all potential Offerors who are on the distribution service list.

6. **Submission of Proposal**

ALL OFFEROR'S PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR THE PROCUREMENT MANAGER'S DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON OCTOBER 24, 2024. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt by the Court will be recorded on each proposal. Proposals submitted by facsimile will not be accepted. A public log will be kept of the names of all Offeror organizations that submit proposals. **Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to Contract award.**

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee using the criteria set forth in this RFP. This process will take place on or about **October 29, 2024**. At that time, in accordance with NMSA 1978, § 13-1-115, the Procurement Manager may, at their sole option, initiate discussions with 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 discussion. **Except in response to inquiries or requests from the Procurement Manager as part of the evaluation process, until the award is made and notice is given to all Offerors, no employee, agent, or representative of an Offeror shall discuss its proposal with any judge, employee, agent, or representative of the Court.**

8. **Selection of Finalist(s)**

The Evaluation Committee will select and the Procurement Manager will notify the Finalist(s) on or about **October 29, 2024**. Only Finalist(s) will be invited to participate in the subsequent steps of the procurement

9. **Best and Final Offers From Finalist(s)**

In the discretion of the Procurement Manager, Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by on or about **November 1, 2024**.

10. **Finalist(s)' Oral Presentations**

In the discretion of the Procurement Manager, each Finalist may be directed to present an Oral Presentation of its Best and Final Offer on or about **November 1, 2024**. The Evaluation Committee and the Procurement Manager shall make a Determination of the best offer(s).

11. **Notice to Successful Finalist(s)**

On or about **November 5, 2024**, the Procurement Manager shall notify the successful Finalist(s) that its proposal(s) has been chosen for an award of a Contract in response to this RFP. **One or more Finalists may be chosen to provide the services being sought by the Court under this RFP.** In addition, on or about **November 5, 2024**, the Procurement Manager shall provide written notice to all other Offerors who submitted proposals in response to this RFP, but whose proposals were not chosen, of the pending award(s) to the successful Finalist(s).

12. Finalize Contract(s)

The Contract(s) will be finalized with the Finalist(s) with the best offer(s) following the selection of the Successful Finalist(s). In the event that mutually agreeable terms cannot be reached within the time specified, the Court reserves the right to finalize a Contract with the next best finalist without undertaking a new procurement process.

13. Contract Award(s)

The Contract(s) shall be awarded to the Offeror or Offerors whose proposal(s) is most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points in accordance with the scoring criteria set forth in this RFP. The award(s) shall be contingent upon successful negotiation and execution of a final Contract(s) between the Court and the Offeror(s) whose proposal(s) is accepted by the Court. In addition, each award and Contract is subject to appropriate State approvals.

14. Protests of Award Deadline

Any Offeror who considers itself aggrieved in connection with this RFP or the award of the Contract pursuant to this RFP may protest to the Court Executive Officer. Any protest of the award of the Contract based on this RFP must be made in writing and in accordance with the Procurement Code. The Court Executive Officer or the Court Executive Officer's designee is required by NMSA 1978, §§ 13-1-175 and 13-1-176 to issue a prompt determination relating to the protest and to mail a copy of the determination to the protestant and to the other Offerors involved in the procurement.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Procurement Code.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal also constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

2. Incurring Cost

The Court shall not be responsible for any costs or expenses incurred by an Offeror in responding to this RFP. Any costs incurred by an Offeror in the preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Contractor Responsibility

Any Contract that may result from this RFP shall specify that the Contractor is solely responsible for fulfillment of the Contract with the Court. The Court will only make Contract payments to the Contractor.

4. Subcontractors

Use of subcontractors for services must be clearly explained in the proposal, and all subcontractors must be identified by complete business name, address, and telephone number. All subcontractors also shall be

required to execute a Campaign Contribution Disclosure Form, **Appendix C** hereto. In any event, the Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Subcontractors may be added during the Contract term with the prior written approval of the Court.

5. Amended Proposals

Offerors may submit amended proposals 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. No amended proposal will be accepted after the deadline for receipt of proposals. No employee of the Court will merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposals

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 and addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposals Firm

Responses to this RFP, including proposal prices, will be considered firm for **ninety (90) days** after the due date for receipt of proposals or, if one is submitted, **sixty (60) days** after receipt of a best and final offer.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a Contract(s) is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has clearly stamped or imprinted "proprietary" or "confidential," subject to the following requirements:

- a.** 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, NMSA 1978, §§57-3A-1 to 57-3A-7. **The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.**
- b.** If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Court shall examine the Offeror's request and make a written determination that specifies the portions of the requested data that should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the requested data will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
- c.** The Court is a governmental agency and is subject to certain reporting requirements to other State Agencies (the New Mexico State Auditor, the Administrative Office of the Court, the New Mexico Taxation and Revenue Department, and the New Mexico Department of Finance and Administration, to name a few such agencies) and is further subject to disclosure requirements as set forth in the New Mexico Inspection of Public Records Act ("IPRA") NMSA § 14-2-1 et seq. and in the Sunshine Portal Transparency Act ("Sunshine Portal") NMSA 1978, § 10-16D-1 et seq. Therefore, nothing contained in this RFP or in any subsequent Contract(s) with any Offeror(s)

selected for an award is intended to restrict the Court's ability to comply with IPRA and the Sunshine Portal, or other applicable laws or reporting obligations.

9. No Obligation

This RFP in no manner obligates the Court, the State of New Mexico or any of its agencies to the eventual acquisition, procurement, rental, lease, purchase, etc., of any services, equipment, software, or products offered until a valid written Contract is awarded and approved by the appropriate authorities.

10. Sufficient Appropriation

Any Contract(s) 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 Court's decision as to whether sufficient appropriations and authorizations are available shall be in the Court's sole discretion and will be accepted by the Contractor as final.

11. Legal Review/Advice

The Court requires that all Offerors agree to be bound by the terms and conditions of this RFP. Any Offeror's concerns must be promptly brought to the attention of the Procurement Manager. No communications or representations of or from the Court or its Procurement Manager shall be construed as constituting legal advice to the Offerors of the potential legal effect and consequences of this RFP, any response to this RFP, or any Contract(s), which may be awarded as a result of this RFP. It is Offeror's responsibility, in its discretion, to seek the advice and review of any such matters with its own legal counsel at its own expense.

12. Governing Law

This RFP and any Contract(s) that may result shall be governed by the laws of the State of New Mexico and by applicable Federal law.

13. Basis for Proposal

Only information supplied in this RFP or in writing by the Procurement Manager should be used by the Offeror as the basis for the preparation of the Offeror's proposal.

14. Contract Terms and Conditions

Awards shall be contingent upon successful negotiation of a final Contract(s) between the Court and the Offeror(s) whose proposal(s) is accepted by the Court, subject to appropriate State approvals. The Contract(s) between the Court and the Contractor will generally follow the format specified by the Court and contain the terms and conditions set forth in **Appendix B**, "Contract Terms and Conditions." However, the Court reserves the right to negotiate with a successful Offeror(s) provisions in addition to those contained in this RFP.

If an Offeror objects to any of the Court's terms and conditions, as contained in **Section II** or in **Appendix B**, that Offeror must propose specific alternate language for consideration by the Court. The Court may or may not accept the proposed alternate language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Court and may 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.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in the Contract negotiated with the Court.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Court and the selected Offeror(s) and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as are necessary to determine the ability of any 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.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities in the form of proposal of any Offeror selected for award, which do not materially alter the price, quality, or quantity of the services offered. 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/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The Court reserves the right to require a change in a Contractor's representatives if the assigned representatives are not, in the sole opinion of the Court, meeting its needs adequately.

20. Notice

The Procurement Code imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

21. Court's Rights

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

22. Publicity

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

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Court and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-

selected Offerors shall be returned by the Court after the expiration of the protest period upon the Court's receipt of written request for the return of such information by the non-selected Offeror.

24. RFP Revisions and Supplements/Acknowledgement of Amendments

The Court reserves the right to amend or supplement this RFP in its discretion and in accordance with the Procurement Code and the Procurement Regulations. If it becomes necessary to revise any part of this RFP or if additional information is necessary to clarify any provision of this RFP, the revisions or additional information shall be provided by the Court via e-mail to all individuals or entities that are on the distribution service list.

25. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors must have a valid e-mail address and timely submit a signed **Acknowledgement of Receipt of RFP Form and Request by Offeror for Inclusion on Distribution Service List** 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 a conflict between a version of the RFP in the Offeror's possession and the version maintained by the Court, the version maintained by the Court shall govern.

27. Cancellation of RFP/Rejection of Proposals

This RFP is subject to cancellation at any time for any reason and any and all bids may be rejected in whole or in part, without prior notice if, in the sole discretion of the Court, to do so is in the best interest of the Court or the State of New Mexico.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF PROPOSALS

Each Offeror shall submit only one (1) proposal.

B. NUMBER OF COPIES

Offerors shall submit **one (1) unbound original and six (6) clipped/stapled copies** of a completed proposal including all required forms and other attachments. Offerors shall also submit **one (1) electronic copy of the proposal on USB thumb drive**. The electronic copy of the proposal that Offerors submit on the USB thumb drive must mirror the physical binders submitted. The original proposal with original signatures should be labeled as “original.” Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Court’s “**Professional Defense Attorney Team Member Services for Specialty Court Programs RFP No. 24-003.**”

C. PROPOSAL FORMAT

Each proposal must be typewritten (in a font no less than 11 point) on 8.5 x 11 white paper, single-spaced, and numbered sequentially from beginning to end. All copies shall contain **all information** presented in the original. The original and all copies shall be submitted to the Procurement Manager, at the address set forth in **Section I** above.

1. Proposal Organization

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

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (optional)
- d. Response to Technical Specifications
- e. Response to Mandatory Specifications
- f. Response to Contract Terms and Conditions
- g. Offeror's Additional Terms and Conditions, if any
- h. Other Supporting Material (any additional information that the Offeror would like to include)

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

Offerors may attach other materials that they feel 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 organization, its name, address and phone number;
- b. Identify the name and title and telephone number of the person authorized by the organization to

- c. contractually obligate the organization;
- c. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d. Explicitly indicate the Offeror's acceptance of the Conditions Governing the Procurement as stated in **Section II**;
- e. Be signed by the person authorized to contractually obligate the organization; and
- f. Acknowledge receipt of the RFP and any and all amendments to this RFP.

3. **Resident Business; Native American Resident Business; Resident Veteran Business; Native American Resident Veteran Business**

A business eligible for a New Mexico Resident Business, Native American Resident Business, Resident Veteran Business, or a Native American Resident Veteran Business preference ("Preference") must obtain a Preference certificate from the NM Taxation & Revenue Department. In order for the appropriate Preference to be applied to this RFP, the expenditure for this RFP cannot involve federal funds, and Offeror must submit a copy of its current Preference certificate along with its proposal in response to this RFP. Applicable Preferences will be applied to monetary values only, in accordance with §13-1-21 NMSA 1978, not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per RFP, not multiple. Applications for Preference certificates are available for download at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

In addition, Offeror is a Resident Veteran Business or Native American Resident Veteran Business, then Offeror should include a statement confirming under penalty of perjury that, to the best of the Offeror's knowledge, the Offeror's prior year's revenues starting January 1 and ending December 31 were Six Million Dollars (\$6,000,000.00) or less. If this statement can be made by an Offeror that has been certified as a Resident Veteran Business or Native American Resident Veteran Business, then the Offeror would be allowed a 10% preference discount on this RFP. However, if Offeror's Resident Veteran Business or Native American Resident Veteran Business' prior year's revenues starting January 1 and ending December 31 were more than Six Million Dollars (\$6,000,000.00), then the Offeror is not eligible for the 10% preference discount on this RFP.

Offerors are hereby notified that knowingly giving false or misleading information about this fact constitutes a crime.

IV. SPECIFICATIONS OF PROPOSALS

OFFERERS SHOULD RESPOND IN THE FORM OF A THOROUGH NARRATIVE TO EACH SPECIFICATION. THE NARRATIVES, ALONG WITH THE REQUIRED SUPPORTING MATERIALS, WILL BE EVALUATED ACCORDINGLY.

A. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

This Scope of Work is subject to the terms and conditions set forth in this RFP and all applicable Federal and State law, rules, and regulations. Any Contractor selected for an award of a Contract under this RFP will be required to agree to all terms, conditions, and requirements in the Contract.

1. Services Overview

The Metropolitan Court believes that the individuals who are participating in the Court's Specialty Court Programs will enjoy the greatest benefits if there is representation on the staffing teams for those programs from not only prosecuting attorneys but from the defense attorney perspective as well.

The Specialty Court Programs for which the Court is seeking defense attorneys to participate on the staffing teams for those programs, attend sanction hearings, trainings, and planning meetings are as follows:

a. DWI Recovery Court ("Recovery Court")

The Bernalillo County Metropolitan Court has been a leader in addressing community concerns of repeat DWI offenders since the inception of the DWI Recovery Court (then the DWI/Drug Court) in 1997. The program blends judicial oversight by a program judge, supervision by probation officers, a designated court calendar, use of incentives to reward and improve performance, graduated sanctions for non-compliance, and comprehensive substance abuse treatment and ancillary services to address causative factors associated with the offense. The program has been a key component in this Court's efforts to enhance community safety, promote evidence-based practices for offender accountability, and support offender rehabilitation. The court sessions/staffings typically take place every Thursday morning from 8:30 AM to 12:30 PM with additional court/staffing sessions every other Thursday afternoon from 1:15 PM to 3:00 PM. The Court/staffing schedule is usually prepared in four (4) month increments but is subject to change depending on the Judge's schedule.

b. Urban Native American Healing to Wellness Court Program ("HTW")

The mission of the Urban Native American Healing to Wellness Court is to create an atmosphere of healing through best practices and traditional methods in pursuit of spiritual and physical recovery for Native Americans with two or more DWI convictions who meet the Healing to Wellness Court criteria. This program targets adult, tribal members and nonmembers involved with the criminal justice system at the misdemeanor level and residing in the Bernalillo County metropolitan area or within 30 miles thereof. These participants in the program are diverted from incarceration and participate in treatment with the goal that they will achieve sustained recovery from alcohol and drug abuse, and reduce their risk of future criminal recidivism. Another goal of the program is to create an atmosphere of healing through best practices in specialty courts but with traditional methods of healing. The program includes Native American Specific Treatment such as talking circles and sweat lodges, which are meant to encourage peer support and build a sense of community for those in the program while connecting with their culture. In addition, the program follows evidence-based practices to support the rehabilitation of offenders, while holding them accountable. Through the use of graduated sanctions, positive reinforcement and focusing on

the treatment of the disease by individualized substance abuse treatment, the program is able to address causative factors associated with the offense of DWI. The goal of the program is to reduce incidents of DWI, reduce the number of victims affected by DWI, and improve community safety, while changing the lives of each participant through healing, treatment, and by providing a support system to each participant. The program consists of a multifaceted team which includes the presiding program Judge, two probation officers, a program manager, a lead worker, a specialty court division director, an assistant district attorney, a public defender, case manager, and clinical treatment staff who are all dedicated to the mission of the program. Court sessions/staffings typically take place every other Wednesday morning from 9:30 AM to 2:00 PM. The Court/staffing schedule is usually prepared in six (6) month increments but is subject to change depending on the Judge's schedule.

c. Domestic Violence Solutions Treatment Education Program ("DVSTEP")

The Bernalillo County Metropolitan Court implemented the Domestic Violence Solutions Treatment Education Program in July of 2016. The program, formally known as the Domestic Violence Repeat Offender Program, works to reduce the cycle of violence and recidivism among high-risk domestic violence offenders, while also providing treatment and counseling to victims and children. The DVSTEP is a voluntary program in the respect that the defendant must want to participate before being referred for acceptance. The program supervision term is a minimum of twelve (12) months. Court sessions/staffings typically take place two (2) times per month on Thursdays from 9:30 AM to 1:00 PM. The Court/staffing schedule is usually prepared in three (3) to four (4) month increments but is subject to change depending on the Judge's schedule.

d. Behavioral Health Court ("BHC")

The mission of the Bernalillo County Metropolitan Court's Behavioral Health Court is to increase public safety, reduce recidivism, alleviate mental health symptoms, and provide substance abuse treatment in a safe environment. Through a collaborative effort and individualized treatment, this specialty court aims to improve the quality of life for people with a mental health diagnosis charged with a crime by reducing criminogenic behavior and providing lifelong stability. Court session/staffings typically take place on the first or second Monday of each month from 9:00 AM to 11:30 AM. The schedule is usually prepared for the whole year but is subject to change depending on the Judge's Schedule.

e. Behavioral Health DWI Court ("BH-DWI")

The mission of the Bernalillo County Metropolitan Behavioral Health DWI Court is to improve public safety and reduce recidivism through a comprehensive, collaborative, multi-disciplinary team approach for participants with mental illness and substance abuse disorders (co-occurring disorders). Through accessible and quality treatment and support services, this specialty court provides participants the opportunity to transition into a life of stability and to improve their quality of life. Court session/staffings typically take place on the first or second Thursday of each month from 9:00 AM to 11:30 AM. The schedule is usually prepared for the whole year but is subject to change depending on the Judge's Schedule.

f. Community Veterans Court ("CVC")

In 2012, Bernalillo County Metropolitan Court partnered with the Department of Veterans Affairs and the Albuquerque VA Medical Center to implement a Veterans Program. The Program Judge assembled a team of criminal justice, treatment, and VA professionals that began meeting on a monthly basis to discuss Veteran defendants in Bernalillo County who were facing criminal charges or were struggling to meet their probation requirements. The team soon learned first-hand how partnering with the VA and Veteran

community resources was necessary in the effort to break down barriers and improve the identification and meeting the specialized needs of Veterans. Court sessions/staffings typically take place every other Thursday from 1:00 PM to 2:30 PM. The Court/staffing schedule is usually prepared in December for the following year but is subject to change depending on the Judge’s schedule.

2. Service Areas

The services will be provided by the Contractor(s) selected by the Court in response to this RFP at the Court and at the Contractor(s)’ place of business in the greater Albuquerque Metropolitan Area.

3. Service Components

The Service Components for the Scope of Work for which the Court is seeking proposals under this RFP include, but are not limited to, the following:

- a. **Attend Multi-Disciplinary Team Staffings and Court Sessions:** Offerors need to be able to provide information about how they will plan to attend the Staffing, Court sessions and participate on the team for each of the Specialty Court Programs. The schedule for when each of the Specialty Court Program’s staffings and Court sessions are held is subject to change but is described above and currently is as follows:

SPECIALTY COURT PROGRAM COURT/STAFFING SCHEDULES					
	Monday	Tuesday	Wednesday	Thursday	Friday
Recovery Court				Every Thursday from 8:30 AM to 12:30 PM with additional court/staffing every other Thursday afternoon from 1:15 PM to 3:00 PM.	
HTW			Every other Wednesday from 9:30 AM to 2:00 PM		
DVSTEP				Two times per month on Thursdays from 9:30 AM to 1:00 PM.	
BHC	First or Second Monday of each month from 9:00 AM to 11:30 AM				
BH-DWI				First or second Thursday of each month from 9:00 AM to 11:30 AM	
CVC				Every other Thursday from 1:00 PM to 2:30 PM.	

- b. **Attend Sanction Hearings on Violations.** Any Contractors selected by the Court in response to this RFP will be expected to represent Participants at sanction hearings ordered by the Judge. These hearings occur at different times and are based on the Judge’s schedule.
- c. **Attend Planning Meetings.** Any Contractors selected by the Court in response to this RFP will be expected to attend planning meetings for the different specialty court programs for which the Contractor is performing services for the Court approximately one to two times per year to discuss changes to policy and procedures for the program to align with current “best practices” and current standards for treatment courts.
- d. **Complete Required On-Boarding Training.** All treatment court team members, which would include any Contractors selected by the Court in response to this RFP, must complete required On-Boarding training required for state certification of the Court’s various specialty court programs. Typically, the training is self-paced, virtual training that must be completed within the first ninety

(90) days after an individual has joined a specialty court team.

- e. **Communication with the Court.** Any contractor selected by the Court in response to this RFP will be expected to communicate closely with the Court, specifically the Court's assigned Probation Officer as these communications inform the overall supervision and rehabilitation of Participants and are subject to properly executed authorizations allowing any such contractors to release confidential information to the Court consistent with 42 CFR Part II, the Health Insurance Portability and Accountability Act (HIPAA), as well as all other relevant federal and state requirements. Offerors submitting proposals in response to this RFP need to provide information on how they would ensure robust communication the Court.

4. **Referral Process.**

The Court's procedures for its referral of Participants to its Specialty Court Programs will be determined by the Court.

5. **Guideline**

The above Service Components are provided to serve as a guideline to Offerors but are not to be considered all-inclusive. The Court is relying upon qualified Offerors to make recommendations for the services being sought by the Court. Offerors must submit proposals that include all of the necessary elements for the Technical Specifications/Scope of Work. In addition, the Court may provide additional information to the Contractor(s) selected in response to this RFP on what criteria needs to be met.

6. **Audits - Financial/Operational/Administrative**

All Contracts with the Court are subject to audit throughout the Contract year and for three (3) years following the termination of any Contract by the Court, the State Auditor, or other external auditors to ensure compliance with any Contract(s) awarded as a result of this RFP. Contractor(s) selected by the Court in response to this RFP will be expected to agree that, upon the request of the Court, it will have at its own expense an independent certified public accountant ("CPA") who has been approved in advance by the Court, to confirm and review the Contractor's compliance with the terms of any Contract entered into with the Court with respect to Contractor's accounting, billing, and income.

7. **Financial Requirements Accounting Systems**

Contractor(s) selected by the Court in response to this RFP will be required to maintain all records as evidence of services provided under any Contract that is awarded and charged to the Court. It is the responsibility of the Contractor to ensure that its accounting system conforms to generally accepted accounting principles. Contractors must establish procedures and maintain supporting documentation to substantiate all charges to the Court. Contractors will be expected to use automated accounting systems capable of separately tracking all component services identified in the scope of work for any Contract awarded. The Court will only reimburse contractors up to \$90.00 per hour, plus GRT.

B. **MANDATORY SPECIFICATIONS**

The failure of an Offeror to meet any of the following mandatory specifications will result in disqualification of the proposal:

- 1. **Experience; Capability of Providing Services:** Each Offeror must submit a statement of relevant experience listing comparable work. Each Offeror must provide documentation that thoroughly describes

how the Offeror has met or plans to meet each of the requirements listed in the Technical Specifications/Scope of Work and Mandatory Specifications Sections of this RFP. Each Offeror must be able to demonstrate, via their proposal, knowledge of the services required by the Court and their capability of performing the Technical Specifications/Scope of Work and Mandatory Specifications. Each Offeror also must submit documentation constituting proof of education, including diplomas, certificates, law school and college transcripts, and/or any information required to practice law in New Mexico and to demonstrate the Offeror's experience and capability of providing the services being sought by the Court in this RFP.

2. **Licensure and Qualifications:** Each Offeror must submit a copy of its current license to practice law in the state of New Mexico and NM State Bar Card, as well as copies of any business license and copies of any other required licenses for the provision of the services involved in the provision of the Technical Specifications/Scope of Work, Mandatory Specifications, and related services for the Court under any Contract, that are required by applicable laws, rules, and/or regulations to be maintained in order to perform the services being sought by the Court under this RFP. The Contractor(s) to whom any Contract(s) may be awarded and all applicable personnel must maintain any such required licensure in full force and effect during the term of the Contract and any extensions thereof.
3. **Good Standing:** Offerors that are corporations, limited partnerships, or similar entities must provide proof of good standing in the State of formation or incorporation of their entity and in New Mexico. Before the Court will enter into a Contract with an out-of-state Offeror that is an entity and that has been chosen as the Finalist and to the extent required by the New Mexico Secretary of State's Office and applicable law, the Offeror must provide the Court with proof that the Offeror has duly qualified to do business in New Mexico.
4. **References:** Proposals must include at a minimum three (3) references from current or former clients. References from clients similar in nature to the type of services being sought by this RFP are highly desirable but not required. The following minimum information must be provided about each reference:
 - a. Name of individual or company for whom services were provided by Offeror;
 - b. Address of individual or company;
 - c. Name of contact person;
 - d. Telephone number of contact person; and
 - e. Scope of work provided by Offeror.
5. **Cost:** The Contractor(s) selected by the Court in response to this RFP are typically compensated on a cost reimbursement basis based on the actual units of service or groups of services that they provide for each individual Participant. Offerors must submit a detailed proposed cost schedule that the Offeror proposes to charge for the services being sought by this RFP. The fee schedule proposed by the Contractor should take into account the duration of the Contract and any extensions thereto, i.e. for up to **four (4) years** (for Fiscal Years **2025** through **2028**). In proposing a cost for these services, Contractors should take into consideration that the Court will only reimburse Contractors up to **Ninety Dollars (\$90.00) per hour**, plus applicable gross receipts tax.
6. **Clarification of Assumptions:** Each Offeror must list and clarify all assumptions used in the proposal submitted in response to this RFP.
7. **Affirmative Action:** The Court requires that Offerors be Equal Opportunity Employers. Each Offeror must state in its response to this RFP that Offeror complies fully with all governmental regulations regarding nondiscriminatory employment practices. The Court requires that Contractors shall not discriminate in the hiring or treatment of any staff on the basis of age, race, religion, color, sex, pregnancy, childbirth or condition related to pregnancy or childbirth, parental status, national origin, ancestry, genetic information (including family medical history), physical or mental handicap, disability, serious medical condition,

veteran's status, sexual orientation, gender identity, spousal affiliation, socioeconomic status, or political affiliation, or any other protected classification.

8. **Litigation; Debarment, Suspension, Proposed Debarment or Suspension:** Please describe any litigation or administrative proceedings, and any criminal proceedings or investigations involving Offeror, its owners, principals, shareholders, members, partners, officers, directors, managers, affiliates/related entities, and parent and subsidiary entities of the Offeror's business, and its Key Personnel including, but not limited to, any such lawsuits, proceedings, or investigations that have impacted or have the potential to impact the reputation or financial viability of Offeror. Please include (i) all such current and pending matters; (ii) all such matters that were resolved within the preceding ten (10) years; and (iii) any such matters for which the Offeror has received notice of any party's intent to initiate a civil, criminal or administrative action.

Please describe any allegation of ethical violations that has been filed with any licensing or oversight authority within the preceding five (5) years that relates to the Offeror, its owners, principals, shareholders, members, partners, officers, directors, managers, affiliates/related entities, and parent and subsidiary entities of the Offeror's business, its Key Personnel, or any employee of the Offeror and that is alleged to have occurred within the Offeror's business.

Please state if Offeror or its owners, principals, shareholders, members, partners, officers, directors, managers, affiliates/related entities, and parent and subsidiary entities of the Offeror's business, or its Key Personnel are or have ever been debarred, suspended, proposed for debarment, or declared ineligible for the award of a contract by any Federal department or agency.

Please state if Offeror, its owners, principals, shareholders, members, partners, officers, directors, managers, affiliates/related entities, and parent and subsidiary entities of the Offeror's business, and its Key Personnel within the preceding ten (10) years of the date of the Offeror's Proposal, has been convicted of or had a civil judgment rendered against it for commission of a 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.

Please state if Offeror, within the preceding five (5) years of the date of Offeror's Proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause of default.

Describe in detail the specific basis for, and circumstances connected to any item described in response to this section.

9. **Campaign Contribution Disclosure Statement:** Please provide a fully completed Campaign Contribution Disclosure Statement in the form attached hereto as **Appendix C**.
10. **Insurance:** Each Offeror shall be required to be bonded and shall submit valid insurance certificates(s) and proof of bonding with its Proposal, which insurance and bonds Offeror represents in its Proposal are adequate and sufficient for the operation of Offeror's business and its proposed performance under any Contract(s) awarded as a result of this RFP and which comprehensive insurance programs may include, but are not limited to, a fidelity bond, general liability insurance, professional liability (malpractice, errors and omissions) insurance, automobile liability insurance, workers' compensation insurance, and umbrella liability insurance.
11. **Record Keeping:** Each Offeror shall present and elaborate on protocol for record keeping, including check and balances for proper billing, and other record keeping of services provided to other clients.

12. **Additional Disclosures:** Each Offeror shall identify all owners, principals, shareholders, members, partners, officers, directors, managers, affiliates/related entities, and parent and subsidiary entities of the Offeror’s business. Offerors that are publicly traded companies must identify all holders of 5% or more of the Offeror’s outstanding voting stock, as well as its officers, directors, managers, affiliates/related entities, and parent and subsidiary entities.

C. EVALUATION PROCESS

1. **Review of Technical Specifications/Scope of Work and Mandatory Specifications and Requirements:** All Offeror proposals will be reviewed for compliance with the Technical Specifications/Scope of Work, Mandatory Specifications, and Requirements stated within the RFP. Proposals deemed materially non-responsive will be eliminated from further consideration.
2. **Request for Clarifications:** The Procurement Manager may contact the Offeror for clarification of the response as specified in **Section II**.
3. **Other Sources of Information:** The Evaluation Committee may investigate and use other sources of information to perform the evaluation, as specified in **Section II**.
4. **Responsive Proposals and Responsible Offerors:** Responsive Proposals will be evaluated on the factors set forth in this **Section IV**, each of which has been assigned a point value. The Responsible Offerors with the two (2) or three (3) highest scores *may* be selected as Finalists based upon the proposals submitted. Each Finalist that is asked or chosen to submit a revised proposal for the purpose of obtaining best and final offers will have its points recalculated accordingly. The Responsible Offeror(s) whose proposal is most advantageous to the Court will be recommended for a Contract(s) to be awarded as specified in Section II.
5. **Criteria and Scoring of Points:** The following criteria will be used to evaluate proposals:

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. The Court will evaluate the proposals on a 1,000 point scale using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

CRITERION	MAXIMUM NUMBER OF POINTS
Ability to perform the Technical Specifications/Scope of Work	150
Ability to meet Mandatory Specifications	150
Knowledge and experience in criminal justice and in providing legal representation of defendants	200
Knowledge, experience, and credentials to perform services and references	200
Knowledge and experience in working with courts and with therapeutic and substance use Specialty Court Programs	200
Cost	100

Total Points Available: 1,000

6. **Evaluation Factors:**

a. Ability to Perform the Technical Specifications/Scope of Work (150 points)

Offeror's ability to perform the Technical Specifications/Scope of Work, relevant experience and expertise in providing similar services, knowledge of the services required by the Court, and capability of performing the scope of work.

Please provide any other relevant documentation reflecting the experience of the Offeror, such documentation may include, but is not limited to brochures, certifications, awards etc.

Offeror's shall describe in detail how all requirements within the Technical Specifications Scope of Work will be met and provided.

b. Ability to Meet the Mandatory Specifications (150 points)

Offeror's ability to meet the Mandatory Specifications, relevant experience and expertise in providing similar security services, knowledge of the services required by the Court, and capability of meeting the requirements of the Mandatory Specification.

Points for experience and references will be awarded based upon an evaluation of the Offeror's work, and that of its Key Personnel, for previous clients similar in nature to the Court.

Points will be awarded based on Offeror's relevant experience and expertise in completing similar public and private contracts, including quality of services, knowledge of the services required by the Court, and capability of performing the Scope of Work.

c. Knowledge and Experience in criminal justice and in providing legal representation of defendants (200 points)

Offeror's relevant experience and expertise in criminal justice and in providing legal representation of defendants and capability of performing the scope of work.

Points for experience and references will be awarded based upon an evaluation of the Offeror's work, and that of its Key Personnel, for previous clients in a Court environment.

Points will be awarded based upon Offeror's relevant experience and expertise in completing any similar public contracts with a Court including quality of services, knowledge of the services required by the Court and capability of performing the Scope of Work.

d. Knowledge, Experience, and Credentials to Perform Services and References (200 points)

Offeror's relevant experience and expertise in providing services and, including knowledge of the services required by the Court, and capability of performing the scope of work.

Please provide resumes and any other relevant documentation reflecting the experience of Offeror's key personnel who will be providing services for the Court, such documentation may include, but is not limited to brochures, certifications, awards etc.

Points for experience and references will be awarded based upon an evaluation of the Offeror's work, and that of its Key Personnel for previous clients similar in nature and credentialing of its staff.

Points will be awarded based on Offeror's relevant experience and expertise in providing similar services, including quality of services, knowledge of the services required by the Court, and capability of performing the Scope of Work.

e. Knowledge and Experience in working with courts and with therapeutic and substance use Specialty Court Programs (200 points)

Offeror's relevant experience and expertise in working with Specialty Court Programs, including knowledge of the missions, team roles and evidence based practices of Specialty Court Programs.

Points for experience will be awarded based upon an evaluation of the Offeror's key personnel's knowledge and relevant experience working with Specialty Court Programs and previous clients similar in nature to the Court.

Points will be awarded based on Offeror's experience performing essential role functions as part of a Specialty Court Program team.

f. Cost (100 points)

While cost is a consideration, points will not be awarded based on lowest/highest cost formula. Points will be awarded based on the value provided by the Offeror for each component of the Technical Specifications/Scope of Work. All relevant factors will be examined by the Court in assessing cost including, but not limited to, projected cost increases over the term of the Contract for services and any renewal of the Contract.

7. Resident Business; Native American Resident Business; Resident Veteran Business; Native American Resident Veteran Business Preference Certification:

a. If the Offeror has included a copy of a Resident Business or a Native American Resident Business Preference Certificate, then pursuant to NMSA 1978, § 13-1-21(D)(1), the Court shall award additional points equivalent to Eight Percent (8%) of the total possible points to a Resident Business or a Native American Resident Business.

b. If the Offeror has included a copy of the Resident Veteran Business or a Native American Resident Veteran Business Preference Certificate, then pursuant to NMSA 1978, § 13-1-21(D)(2), the Court shall award additional points equivalent to Ten Percent (10%) of the total possible points to a Resident Veteran Business or a or a Native American Resident Veteran Business that has annual gross revenues up to Six Million Dollars (\$6,000,000.00) in the preceding tax year. If the Resident Veteran Business or a Native American Resident Veteran's annual gross revenues are greater than Six Million Dollars (\$6,000,000.00), then the Offeror is not eligible for the award of an additional Ten Percent (10%) of the total weight of all factors used in evaluating the proposals.

c. Pursuant to NMSA 1978, §13-1-21(H), an Offeror shall not be awarded both a Resident Business Preference and a Resident Veteran Business Preference or a Native American Resident Business Preference and a Native American Resident Veteran Business Preference.

d. Also, these New Mexico preferences shall not apply when the expenditures for any RFP include Federal Funds.

8. Finalist(s)' Presentations (500 points)

In addition to the above scoring, at the discretion of the Procurement Manager, any Finalist may be asked to give an Oral Presentation. In the event Oral Presentations by Finalists are held, each Finalist shall have an opportunity to receive up to 500 points for its presentation. At the Finalist(s)' presentation the prior scoring totals shall not be considered.

The following factors shall be considered at any Oral Presentation:

- o Overall Presentation (150 points)

- o Knowledge of the Court (100 points)
- o Responsiveness to Court Questions (125 points)
- o Ability to Perform Scope of Work (125 points)

Total Points Available: **500**

NOTE: A serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

REQUESTS FOR PROPOSALS

PROFESSIONAL DEFENSE ATTORNEY TEAM MEMBER SERVICES
FOR SPECIALTY COURT PROGRAMS
FOR THE
BERNALILLO COUNTY METROPOLITAN COURT

ACKNOWLEDGEMENT OF RECEIPT OF RFP FORM AND
REQUEST BY OFFEROR FOR INCLUSION ON DISTRIBUTION SERVICE LIST

The potential Offeror below acknowledges receipt of this RFP beginning with the title page and ending with **Appendix C**. This Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than **September 30, 2024**. Only potential Offerors who return this form to the Procurement Manager timely will be included by the Court on the distribution service list for this RFP. Failure to return a Receipt timely will not preclude the potential Offeror from submitting a proposal in response to this RFP, but will result in the potential Offeror's exclusion from the distribution service list. Only potential Offerors who elect to return this form timely will receive copies of all written questions submitted by any Offeror and the Court's written responses to those questions as well as RFP amendments, if any are issued. The Court's responses shall be to the address provided by the undersigned.

FIRM: _____ -

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

**Sample form of Contract Terms and Conditions
(This form is subject to change in the discretion of the Court
and subject to applicable laws and funding requirements.)**

**STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT
SERVICES AGREEMENT
WITH
[INSERT NAME OF CONTRACTOR]**

THIS _____ **SERVICES AGREEMENT** (“Agreement”) is entered into by and between _____ **Inc., a**
_____ **Corporation** (“Contractor”) and the **Bernalillo County Metropolitan Court** (“Court”). Unless otherwise expressly
provided in this Agreement, the term “Parties” shall refer to both the Contractor and the Court.

RECITALS

WHEREAS, the Court may contract with independent contractors for the furnishing of _____ services.

WHEREAS, in accordance with the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq., the Court solicited competitive sealed proposals and the Contractor was the successful finalist chosen from among the offerors responding to Request for Proposals No. 23-001; and

WHEREAS, it is necessary and desirable that the Contractor be retained for the purpose of providing the services as hereinafter described for the Court.

NOW THEREFORE, in consideration of the mutual premises and benefits contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Work. The Contractor shall perform the services as stated in the **Scope of Work** attached hereto and incorporated herein as **Exhibit A**. The Contractor will supply all tools necessary for providing the services described on **Exhibit A**. The Contractor understands and acknowledges that the Courthouse is a secure facility and, therefore, shall cause its employees to secure their tools at all times.

2. Compensation.

A. Payment; Services Schedule. In consideration of the services provided by the Contractor in accordance with all terms, conditions, and specifications set forth herein, the Court shall make payment to the Contractor and the Contractor shall request payment for services rendered based on the rates and in the manner specified in the **Payment Rates and Services Schedule** attached hereto and incorporated herein as **Exhibit B**.

B. Invoices. The Court shall pay the Contractor after it has received a detailed monthly statement of accounting for the services performed by the Contractor hereunder. The Contractor shall submit its invoices for payment to Accounts Payable in the Finance Division of the Court, together with a certification that the services listed therein have been performed during the prior month. The Contractor must also submit a copy of each invoice and certification to the Court’s Facilities Manager or the Facilities Manager’s designee. The Contractor shall submit its invoices to the Court no later than the **Tenth (10th) day** following the month for which the bill applies. Failure to submit invoices on or before the **tenth (10th) business day of each month** after the close of the month for which payment is sought may result in the non-availability of funds for payment.

C. Total Compensation. Total Compensation under this Agreement for **Fiscal Year** ___ shall not exceed _____ **Thousand and no/100ths Dollars (\$____.00)**, plus all applicable New Mexico gross receipt taxes.

D. Late Payment Charges. There shall be no late payment charges assessed against the Court under this Agreement. The parties expressly acknowledge and agree that, pursuant to NMSA 1978, § 13-1-158(E) the late payment charges set forth in NMSA 1978, § 13-1-158(C) do not apply to this Agreement.

3. Term.

A. Effective Date; Termination Date. Subject to compliance with all terms and conditions of this Agreement, the effective date of this Agreement shall be _____, **2024**; and the termination date shall be **June 30, 20__**, unless terminated earlier pursuant to **Sections 4 or 5**, below.

B. Extensions. This Agreement may be extended, on an annual basis, for _____ (__) successive periods of ____ (#) **year each** by mutual consent of the parties, and subject to available funding, upon written notification by the Court to the Contractor prior to the relevant expiration date. In no case will this Agreement, including all extensions thereof, extend beyond **June 30, 2033**.

C. Payment Rates Upon Extension. If this Agreement is extended pursuant to **Paragraph B** above, the rates to be paid to the Contractor shall be as is mutually agreed to by the parties in writing.

4. Termination.

A. Without Cause. This Agreement may be terminated, without cause, by either party upon written notice delivered to the other party not less than **thirty (30) days** prior to the effective date of termination.

B. For Cause. Default of a material term of this Agreement by either party is cause for termination, provided that written notice is given by the aggrieved Party not less than **twenty (20) days** prior to the effective date of termination and the defaulting party does not cure the default within that **twenty (20) day** period. Notwithstanding the foregoing, the Court may terminate this Agreement immediately if, in its reasonable determination, the Contractor becomes unable to perform the services contracted for herein or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is charged with or indicted for fraud, embezzlement or other crime due to misuse of state funds, or due to the Appropriations paragraph in Section 5 below. This provision is not exclusive and does not waive the Court's other legal rights and remedies caused by the Contractor's breach of this Agreement.

C. Obligations upon Termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The Court shall not incur any further obligations to the Contractor as of the effective date of termination.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorizations for expenditures being made by the New Mexico Legislature. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall, notwithstanding any other provision, terminate immediately upon written notice of termination from the Court. The Court's decision of whether sufficient appropriations and authorizations for expenditures have been made by the Legislature shall be in its sole discretion and shall be accepted by the Contractor as final.

6. Status of Contractor. The Contractor represents, warrants, and agrees that Contractor, its agents and employees, are independent contractors performing services for the Court and are not employees, special employees, or borrowed employees of the Court or the State of New Mexico, nor is the Court or the State of New Mexico a statutory employer of Contractor, its agents or employees. The Contractor has the sole authority to control the means and manner in which its employees perform any work under the terms of this Agreement for the Court. The Contractor alone exercises control over the hiring, discipline, and firing of Contractor's employees. Neither the Contractor nor its agents or employees shall accrue leave, retirement, insurance, bonding or any other benefits or privileges afforded to employees of the Court or the State of New Mexico as a result of this Agreement. The Contractor is solely responsible for providing any and all such benefits and insurance (including, but not limited to, workmen's compensation insurance and any health insurance) for Contractor's employees. The Contractor is solely responsible for all applicable taxes, licensing and other costs of its doing business. The Contractor shall not purport to bind the Court, its judges, administrators, supervisors, managers, officers, or employees nor the State of New Mexico to any obligation not expressly authorized herein unless the Court has expressly given Contractor the authority to do so in writing. The Contractor and its agents and employees shall not be permitted to use State vehicles or other State property. The Contractor acknowledges that all sums received by it under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claim for money due, or to become due, under this Agreement without the prior written approval of the Court. No such assignment or transfer shall relieve the Contractor from its obligations and liabilities under this Agreement.

8. Subcontracting. The Contractor shall not subcontract all or any portion of the services to be performed under this Agreement without first obtaining the prior written consent of the Court. The Contractor shall provide copies of any agreements with a proposed subcontractor to the Court for its review and/or approval. The Court anticipates that any sub-contract agreement that is submitted to the Court for its approval shall contain language that the sub-contract is subject to the terms and conditions of this Agreement. If the Court approves both the sub-contractor and the Contractor's proposed agreement with the sub-contractor, copies of the signed sub-contract agreements with any approved subcontractors must be delivered to the Court within **ten (10) days** of execution of those agreements. Regardless, the Contractor shall be solely responsible and liable for the performance of any subcontractor under such subcontract(s). Contractor shall be responsible for monitoring any approved subcontractor's performance and compliance. Use of a subcontractor shall not relieve Contractor of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency, or other inability to perform the services required under any subcontract. Any and all fees or costs incurred by an unapproved subcontractor shall be paid by Contractor and shall not be reimbursed or otherwise paid by Court. Any and all fees or costs incurred by an approved subcontractor shall be paid by the Contractor, and Contractor may submit, as part of its invoice to the Court, a request for reimbursement of those fees and costs, which request shall be reviewed and considered by the Court for reimbursement subject to the terms of this Agreement. Any subcontractor, who is approved by the Court, may not sub-contract any of the services to be provided to the Contractor for the Court without the prior written approval of the Court.

9. Release. The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Court, its officers, agents and employees, and the State of New Mexico from any liabilities, claims, or obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Court or the State of New Mexico to any obligation not expressly assumed in this Agreement, unless the Contractor has advance, signed and written authority to do so, and then, only within the strict limits of that authority.

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 Court. **This confidentiality provision shall survive the termination of this Agreement.** Nothing in this Agreement shall be construed to require the Court to disclose any information, which is exempted from disclosure by the provisions of NMSA 1978, § 14-2-1(A). Confidential information shall not include information that:

- (a) At the time of disclosure or thereafter becomes published or otherwise part of the public domain without breach of this Agreement by the Contractor;
- (b) Is subsequently disclosed to the Contractor by a third party who has the right to make such disclosure;
- (c) Is developed by the Contractor independently of confidential information or other information received from the Court and such independent development can be properly demonstrated by the Contractor;
- (d) Is necessary to be disclosed to agents, consultants, affiliates, and/or other third parties for the services to be provided in accordance with this Agreement on the condition that such third parties agree to be bound by the confidentiality obligations contained in this Agreement;
- (e) Is required to be disclosed by law, or court order;
- (f) Is otherwise subject to disclosure pursuant to New Mexico's Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 through 14-2-12.

11. Public Records Act; Disclosures. The Contractor recognizes and understands that the Court is a governmental agency and is subject to certain reporting requirements to other State Agencies (the New Mexico State Auditor, the Administrative Office of the Court, the New Mexico Taxation and Revenue Department, and the New Mexico Department of Finance and Administration, to name a few such agencies) and is further subject to disclosure requirements as set forth in the New Mexico Inspection of Public Records Act ("IPRA") NMSA § 14-2-1 et seq. and in the Sunshine Portal Transparency Act ("Sunshine Portal") NMSA 1978, § 10-16D-1 et seq. Therefore, nothing contained in this Agreement is intended to restrict the Court's ability to comply with IPRA and the Sunshine Portal, and other applicable laws and reporting obligations.

12. Conflict of Interest. The Contractor represents and warrants that it and each of its employees do not presently have an interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor represents and certifies that it has and shall continue to comply with any and all applicable provisions of the Governmental Conduct Act, NMSA 1978, § 10-16-1 et seq. and the New Mexico Financial Disclosures Act, NMSA 1978, §10-16A-1 et seq.

13. Penalties. Pursuant to NMSA 1978, §13-1-191 of the Procurement Code and NMSA 1978, §30-24-1, et seq., and NMSA 1978, §30-41-1 through §30-41-3 of the Criminal Code, the receipt or solicitation of bribes, gratuities, and kickbacks is strictly prohibited and constitutes a felony. The Contractor understands and agrees that no local, state, or federal employee or official has obtained or shall be permitted to obtain any benefit that may arise from this Agreement. Should the Court determine that the Contractor has violated any of these provisions the Court may terminate this Agreement, in addition to pursuing any other applicable penalties.

14. Campaign Contribution Disclosure. Pursuant to NMSA 1978, § 13-1-191.1, the Contractor shall disclose all campaign contributions in excess of **Two Hundred and Fifty Dollars (\$250.00)** that have been made by the Contractor, a family member, or representative of the Contractor in the past **two (2) years** and shall complete a Campaign Contribution Form attached hereto as **Exhibit C** and return the form to the Court together with the original executed copies of the Agreement.

15. Debarment and Suspension If the Contractor or any of its subcontractors fails to comply with the terms of this Agreement, the Court may exercise all remedies to which it may be entitled in law and equity and also may bar the Contractor from providing future services for the benefit of the Court.

16. Equal Employment Opportunity; Non-discrimination. The Contractor agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Government of the State of New Mexico, pertaining to equal opportunity and nondiscrimination in employment. The Contractor shall not discriminate in its employment practices, services, programs, or activities against any person by reason of age, race, religion, color, sex, pregnancy, childbirth or condition related to pregnancy or childbirth, parental status, national origin, ancestry, genetic information (including family medical history), physical or mental handicap, disability, serious medical condition, veteran's status, sexual orientation, gender identity, spousal affiliation, socioeconomic status, or political affiliation. . If the Contractor is found not to be in compliance with these requirements during the term of this Agreement, the Contractor agrees to take such steps as are required to correct these deficiencies.

17. Waiver. No prior waiver on the part of the Court, or prior failure to exercise any option, right, or privilege under the terms of this Agreement, shall be construed to be a waiver of any like opportunity, option, right, or privilege on any future occasion. The Court shall not be estopped or precluded by an acceptance, or certificate of payment, from showing the true amount and character of the work performed or from showing that the acceptance, or certificate of payment, was incorrectly or improperly made. Notwithstanding any such acceptance, or certificate of payment, the Court may still recover from the Contractor any damages sustained by reason of the Contractor's failure to strictly comply with the requirements of this Agreement. In such instances, the Court may recover any payments, which may have been made to the Contractor, in excess of those to which the Contractor is lawfully entitled.

18. Records; Accounting. The Contractor shall maintain and provide to the Court upon its request detailed records and reports of all services rendered during the term and effect of the Agreement. The records shall include information concerning the date, time, and nature of all services rendered during the term of this Agreement. All such records shall be maintained in accordance with generally

accepted accounting principles and shall be of sufficient detail to support the Contractor's charges. These records shall be subject to inspection of the Court, its auditors and the New Mexico State Auditor. The Court shall have the right to audit such records, at all reasonable times, for a period of **three (3) years** from the date of final payment under this Agreement. Payment under this Agreement shall not foreclose the right of the Court to recover any and all excessive, improper, and/or illegal payments.

19. Indemnification. The Contractor shall defend, indemnify and hold harmless the Court, its officers, agents and employees, and the State of New Mexico from all actions, proceedings, lawsuits, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source, which may arise out of the Contractor's acts or omissions, performance of or failure to perform this Agreement, whether caused by the Contractor, its officers, employees, servants, subcontractors, agents or otherwise. This indemnification provision shall survive the termination of this Agreement. In the event that any action, lawsuit, or proceeding related to the services performed by the Contractor, or any of its officers, agents, employees, servants or subcontractors, under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than **[five (5)] business days** after it receives notice thereof, notify the Court Executive Officer of the Court by certified mail. Nothing contained herein shall constitute a waiver by the Court or the State of New Mexico of the limitations on liability as set forth in the Tort Claims Act, NMSA 1978, § 41-4-1 through § 41-4-27.

20. No Exclusive Right. Under no circumstances shall this Agreement be construed to be a grant from the Court to the Contractor of the exclusive right to furnish the Court with all or any portion of the services described in this Agreement.

21. Workmen's Compensation. The Contractor represents and warrants that it currently has and will continue to maintain workmen's compensation insurance in accordance with or as required by applicable law. These representations constitute a material element of this Agreement upon which the Court is relying and cancellation of or failure to provide such insurance as required by law shall constitute a breach of this Agreement by the Contractor entitling the Court to be indemnified by the Contractor in accordance with **Section 19** of this Agreement and to terminate this Agreement for cause in accordance with **Section 4(b)**. Because Contractor is an independent contractor, the Court has no duty to procure workers' compensation insurance for the benefit of Contractor, its agents or employees, nor is the Court obligated to ensure that Contractor maintains adequate workmen's compensation insurance. Nothing contained herein shall constitute a waiver by the Court or the State of New Mexico of the limitations on liability as set forth in the Tort Claims Act, NMSA 1978, § 41-4-1 through § 41-4-27.

22. Insurance; Bond; Licenses.

A. Insurance; Fidelity Bond. The Contractor represents and warrants that it is bonded and that it currently has and will continue to maintain, for the duration of this Agreement and for a minimum of **three (3) years** thereafter, comprehensive insurance coverage and general liability insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection with the business, operations and activities of the Contractor, including, but not limited to, the provision of services to the Court under this Agreement. The Contractor represents that such insurance provides liability limits that are adequate and sufficient for the operation of Contractor's business and performance under this Agreement. These representations constitute a material element of this Agreement upon which the Court is relying and cancellation of or failure to provide such insurance shall constitute a breach of this Agreement by the Contractor entitling the Court to be indemnified by the Contractor in accordance with **Section 19** of this Agreement and to terminate this Agreement for cause in accordance with **Section 4(b)**. Because Contractor is an independent contractor, the Court has no duty to procure a bond or insurance for the benefit of Contractor, its agents or employees, nor is the Court obligated to ensure that Contractor maintains adequate insurance or bonds. **Nothing contained herein shall constitute a waiver by the Court or the State of New Mexico of the limitations on liability as set forth in the Tort Claims Act, NMSA 1978, § 41-4-1 through § 41-4-27. The Contractor shall include the Court as an additional insured on all policies of insurance for the term of this Agreement. A copy of the Contractor's certificate of insurance is attached hereto as Exhibit D. The Contractor further represents that its insurance policies and bonds shall contain a clause that the insurer will not cancel or decrease the insurance or bonds without first giving the Court thirty (30) days prior written notice.**

B. Licenses. The Contractor represents and warrants that it has and shall maintain at all times during the term of this Agreement, any and all licenses, which are required by the City, County, State, or otherwise, for the operation of its business and the performance of any services provided hereunder.

C. Performance Bond. Within ten (10) calendar days of the effective date of this Agreement, the Contractor shall procure and submit to the Court a business bond in favor of the Court insuring the Contractor's performance under this Agreement. The performance bond shall be in a form approved by the Court in the amount of \$_____.00. Such bond must remain in full force and effect during the term of this Agreement and any extension thereof. The performance bond shall be obtained through any surety licensed to do business in New Mexico with all fees current and who is approved by the Court. The performance bond shall be forfeited if the Agreement is terminated by the Court during the term of this Agreement for cause.]

23. No Publicity. The Contractor shall not issue or release, for publication, any press releases, news articles, advertising, or publicity matter relating to work performed by the Contractor pursuant to this Agreement without obtaining the prior written approval of the Court.

24. **Applicable Law; Jurisdiction.** This Agreement, its construction, interpretation, and performance shall be governed by the laws of the State of New Mexico and by applicable Federal law. The Contractor consents to the jurisdiction of the Second Judicial District Court of the State of New Mexico.

25. **Amendment.** This Agreement shall not be altered, changed, or amended except by an instrument in writing signed in advance by the parties hereto.

26. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

27. **Cumulative Remedies.** No single remedy or election provided under the terms of this Agreement shall be deemed exclusive but shall, whenever possible, be cumulative to all other remedies provided via law or equity.

28. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties at the following addresses:

To the Court: Bernalillo County Metropolitan Court
Attention: Court Executive Officer
401 Lomas Blvd NW
Albuquerque, New Mexico 87102
Phone: (505) 841-8106
Facsimile: (505) 222-4800

With a copy to: Bernalillo County Metropolitan Court
Attention: General Counsel
401 Lomas Blvd NW
Albuquerque, New Mexico 87102
Phone: (505) 841-9840
Facsimile: (505) 222-4826

To the Contractor: _____ Corporation
Attention: _____
Its: _____
_____(address)
_____(City, state, zip code)
Phone: _____
Fax: _____
E-mail: _____

or to such other persons and at such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, by hand-delivery or via facsimile. Such notices shall be deemed effective when mailed or hand-delivered or sent via facsimile to the addresses specified above.

29. **Prohibition against Dual Compensation.** The charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement. The Contractor certifies that any direct or indirect costs claimed on any invoice pursuant to this Agreement will not be allocable to or included as a cost on any other invoice submitted by the Contractor to the Court for payment. Any supplemental or additional payment for some, or all, of the same services shall not be received, from any other source, by the Contractor.

30. **Attorneys' Fees and Costs.** In the event that the Court brings an action or proceeding for the declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default hereof, or any other legal action arising out of this Agreement or the transactions contemplated hereby, or in the event the Contractor is in default of its obligations pursuant hereto, the Court shall be entitled to recover its reasonable attorney's fees and costs.

31. **Drug-Free Workplace Policy.** The Contractor represents and warrants that its employees are prohibited under the Contractor's personnel policies from being under the influence of illegal drugs or alcohol during working hours.

32. **Product of Services and Copyright.** All materials developed or acquired by the Contractor in conjunction with the performance of the services contemplated by this Agreement shall become the property of the State of New Mexico. Any and all such materials shall be delivered to the Court not later than the termination date of this Agreement. No such materials developed in whole, or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by, or on behalf of, the Contractor.

33. **Background Checks; Notification.** The Court's Background Investigations Division shall conduct a criminal history background investigation records check on all of the Contractor's employees who will be performing work for the Court under this Agreement. The Contractor shall provide the Court's _____ Manager or the Manager's designee with the information necessary to conduct a background check on each of Contractor's employees in the form attached hereto as **Exhibit E**. The Contractor must provide this information to the Court prior to performance by its employees of this Agreement and shall provide updated information when there is a turnover or other personnel changes.

If a background investigation reveals or if the Contractor is otherwise notified or becomes aware that any of its employees,

who are or will be performing work on behalf of the Contractor under this Agreement, either have been convicted of a felony or have a case pending before the Court, or have been convicted in the Court and are on conditions of probation being supervised by the Court's probation officers, or have a conflict or other interest in the business or operations of the Court, the Contractor shall promptly notify the Court in writing of such conviction, pending case or other conflict of interest. The Contractor shall not assign any individual to perform work for the Court under this Agreement who is identified by the Court, in its sole discretion, as having a conflict of interest with the Court.

34. Existence and Authorizations. The Contractor represents and warrants: (i) it is a _____; (ii) it is in good standing; (iii) it is duly organized and existing under the laws of the State of _____; (iv) it is duly authorized to conduct business in the State of New Mexico; and (v) it has obtained all authorizations necessary on its part for the due and valid execution of this Agreement and delivery of the same to the Court and the performance of the services represented hereby and thereby.

35. Contractor's Representations. The Contractor, by its execution of this Agreement, represents that it has read each and every clause contained in this Agreement and agrees to comply with all of its terms, covenants, and provisions.

36. Entire Agreement. This Agreement sets forth all of the terms, conditions, covenants, understandings, and agreements of the Parties relative to the subject matter hereof and supersedes any and all such former agreements, whether oral or written, which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**BERNALILLO COUNTY METROPOLITAN COURT
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, §§ 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 § 13-1-181 NMSA 1978, or a contract that is executed may be ratified or terminated pursuant to § 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.

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. For the Bernalillo County Metropolitan Court (“Court”), “applicable public official” shall mean each person who (i) is currently serving a term as a judge on the Court or (ii) has served as a judge on the Court within the six (6) months immediately preceding the date of execution of this disclosure form.

“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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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.

“Person” means any corporation, limited liability company, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Printed Name of Contractor

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.

Printed Name of Contractor

Signature

Date

Title (Position)