

**STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT**

**REQUEST FOR PROPOSALS
STATE FISCAL YEAR 2026
RFP NO. 25-003**

**ASSESSMENT AND ALCOHOL AND SUBSTANCE USE TREATMENT
SERVICES FOR PROBATIONERS CONVICTED OF A DWI AND
SENTENCED TO THE DWI FIRST OFFENDER PROGRAM OR
STANDARD PROBATION UNIT THROUGH THE BERNALILLO
COUNTY METROPOLITAN COURT – PROBATION DIVISION**

Release Date: March 7, 2025

Acknowledgement of Receipt Deadline: March 14, 2025

Non-Mandatory Virtual Pre-Proposal
Conference: March 14, 2025 @ 1:00 PM

Deadline for Submission of Proposals: April 11, 2025 @ 4:00 PM

CONTACT PERSON:
Adam Manthei
Chief Probation Officer and
Procurement Manager
Bernalillo County Metropolitan Court
401 Lomas Blvd. NW
8th Floor, Room 803 Albuquerque, New Mexico 87102
Telephone: (505) 841-8182 FAX: (505) 222-4829
Email: metrarm@nmcourts.gov

REQUEST FOR PROPOSALS

**ASSESSMENT AND ALCOHOL AND SUBSTANCE USE TREATMENT SERVICES FOR PROBATIONERS
CONVICTED OF A DWI AND SENTENCED TO THE DWI FIRST OFFENDER PROGRAM OR STANDARD
PROBATION UNIT THROUGH THE
BERNALILLO COUNTY METROPOLITAN COURT – PROBATION DIVISION**

TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION	
A. BERNALILLO COUNTY METROPOLITAN COURT	4
B. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
C. SUMMARY SCOPE OF WORK	4
D. SCOPE OF PROCUREMENT	4
E. PROCUREMENT MANAGER	5
F. DEFINITIONS	5
G. DISCLAIMER	7
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS	9
B. EXPLANATION OF EVENTS	10
1. Issuance of RFP	10
2. Acknowledgement of Receipt and Request to be Included on Distribution Service List	10
3. Non-Mandatory Virtual Pre-Proposal Conference	10
4. Deadline to Submit Questions	10
5. Response to Questions	10
6. Submission of Proposal	11
7. Proposal Evaluation	11
8. Selection of Finalist(s)	11
9. Best and Final Offers from Finalist(s)	11
10. Finalist(s)' Virtual Oral Presentations	11
11. Notice to Successful Finalist(s)	11
12. Finalize Contract (s)	11
13. Contract Award(s)	12
14. Protests of Award Deadline	12
C. GENERAL REQUIREMENTS	
1. Acceptance of Conditions Governing the Procurement	12
2. Incurring Cost	12
3. Contractor Responsibility	12
4. Subcontractor	12
5. Amended Proposals	13
6. Offerors' Rights to Withdraw Proposal	13
7. Proposals Firm	13
8. Disclosure of Proposal Contents	13
9. No Obligation	14
10. Sufficient Appropriation	14
11. Legal Review/Advice	14
12. Governing Law	14
13. Basis for Proposal	14
14. Contract Terms and Conditions	14
15. Offeror's Terms and Conditions	15
16. Contract Deviations	15
17. Offeror Qualifications	15

18.	Right to Waive Minor Irregularities	15
19.	Change in Contractor Representatives	15
20.	Notice	15
21.	Court Rights	15
22.	Publicity	15
23.	Ownership of Proposals	15
24.	RFP Revisions and Supplements/Acknowledgement of Amendments	16
25.	Electronic Mail Address Required	16
26.	Use of Electronic Versions of this RFP	16
27.	Cancellation of RFP/Rejection of Proposals	16
III.	RESPONSE FORMAT AND ORGANIZATION	
A.	NUMBER OF PROPOSALS	17
B.	NUMBER OF COPIES	17
C.	PROPOSAL FORMAT	17
1.	Proposal Organization	17
2.	Letter of Transmittal	17
3.	Resident Business; Native American Resident Business; Resident Veteran Business; Native American Resident Veteran Business.....	18
IV.	SPECIFICATIONS OF PROPOSALS	
A.	TECHNICAL SPECIFICATIONS/SCOPE OF WORK	19
1.	Program Overview	19
2.	Existing Program Structure	20
3.	Program Goals	20
4.	Participant Population	21
5.	Service Areas	21
6.	Service Component Overview	21
7.	Description of Substance Use, Treatment, Case Mgt Components	21
8.	Supplemental Service Components	23
9.	Emphasis on Cultural Competence	24
10.	Assistance in Enrollment in Third Party Payors	24
11.	Reference Links	25
12.	Program Facilities	25
13.	Referral Process	25
14.	Program Administration	25
15.	Program Personnel	26
16.	Program Management	26
17.	Program Audits	27
18.	Financial Requirements	27
19.	Mandatory Specifications	28
B.	EVALUATION PROCESS	31
	APPENDICES:	
A.	ACKNOWLEDGEMENT OF RECEIPT OF RFP FORM AND REQUEST BY OFFFEROR FOR INCLUSION ON DISTRIBUTION LIST	35
B.	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	36
C.	SAMPLE FORM OF CONTRACT TERMS AND CONDITIONS	39

I. INTRODUCTION

A. BERNALILLO COUNTY METROPOLITAN COURT

The Bernalillo County Metropolitan Court (“Court”) was created pursuant to NMSA 1978, § 34-8A-1 et seq., and 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 national, local, state, private, and/or public organizations (“Offerors”) that by reason of their skill, knowledge, and experience are able to furnish services in accordance with the Scope of Work set forth in this RFP.

C. SUMMARY OF SCOPE OF WORK

The Court desires to procure services relating to the provision of alcohol and drug substance use treatment services for participants charged with DWI in its DWI First Offender Program or its Standard Supervision Unit (“Participants”). The goals of these Programs are to provide rehabilitative services for individuals experiencing underlying issues of substance use and other behavioral health conditions that may have contributed to these Participants’ DWI charges. The objective of these supervision units is to provide supervision to rehabilitate drug and alcohol defendants with DWI offenses. The Scope of Work is fully detailed in Section IV of this RFP.

As part of its basic alcohol/drug substance use treatment and supporting services, the Court desires to procure initial assessment services, Intensive Outpatient Treatment (“IOP”), individual and group counseling, and case management services for Participants (defined above).

In addition to the basic alcohol/drug substance use treatment and supporting services generally described above, the Court also desires to procure specialized treatment services to include: Motivational Interviewing, Dialectical Behavioral Therapy (“DBT”), Moral Reconciliation Therapy (“MRT”), Matrix Model (used for persons addicted to stimulant drugs of abuse), Medication Assisted Treatment (“MAT”), Meditation, Psychological Services (mental health diagnosis and medication management), and Seeking Safety™ (treatment for addressing past trauma).

The Metropolitan Court is ever-exploring ways to expand and improve its Programs. The Court has been awarded a grant from the County of Bernalillo for funding for **Fiscal Year 2026 (from July 1, 2025 to June 30, 2026)** to enhance its DWI First Offender Program and those defendants charged with DWI, who are on standard supervision, and a portion of that funding is allocated for the alcohol and drug substance use treatment services that the Court seeks to procure under 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 pursuant to the RFP is made 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 an initial period of approximately **one (1) year (for Fiscal Year 2026 from July 1, 2025 to June 30, 2026)**. Subject to available funding, the Court in its discretion may enter into an agreement for more than **one (1) year** and/or may renew the term of the Contract. Therefore, the Court requests that Offerors provide a cost schedule for a total of **four (4) years for Fiscal Year 2026 (July 1, 2025 to June 30, 2026), Fiscal Year 2027 (July 1, 2026 to June 30,**

2027), Fiscal Year 2028 (July 1, 2027 to June 30, 2028), and for Fiscal Year 2029 (July 1, 2028 to June 30, 2029).

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.

The initial term of the Contract will begin on **July 1, 2025** and end **June 30, 2026**. However, under no circumstances will any Contract, including any extensions thereof, extend beyond **June 30, 2029**.

E. PROCUREMENT MANAGER

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

Adam Manthei
Chief Probation Officer and
Procurement Manager
Bernalillo County Metropolitan Court
401 Lomas Blvd. NW
Albuquerque, New Mexico 87102
Telephone: (505) 841-8182
FAX: (505) 222-4829
Email: metrarm@nmcourts.gov

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

Adam Manthei
Chief Probation Officer and
Procurement Manager
Bernalillo County Metropolitan Court
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. **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.

“Catchment Area” Geographic area served by a hospital, clinic, or dental clinic and usually based on Zip codes to set an approximate 40-mile radius of military inpatient treatment facilities.

“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 use diagnoses occur together, each is considered primary and is assessed and treated concurrently.

“Court” means the Bernalillo County Metropolitan Court.

“Court Business Hours” means Monday through Friday, except for holidays from 8:00 a.m. through 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, whichever is currently being used for the dates provided in this RFP.

“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 use 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.

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“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 approval of 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 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 First Offender Program or its Standard Supervision Unit.

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

“Prognostic Risks” means a model of evidence-based sentencing that attempts to match drug offenders to dispositions that optimally balance impacts on cost, public safety, and the welfare of the offender. Implementing this model in practice requires an assessment of each offender’s risk of dangerousness, prognosis for success in standard treatment, and clinical needs. A typology is presented of four sub-groups of drug offenders characterized by distinct risk-and-need profiles.

“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 the 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. Any opened package or broken sealed packaged will NOT be accepted by the Court.

“Trauma-Informed Care” recognizes that many individuals involved with the criminal justice system and with substance use disorder or co-occurring disorders have experienced significant trauma in their lives. Trauma-informed care is an organizational structure and treatment framework that involves understanding and responding

to the effects of trauma on the Court's target population with the goal of creating a safe environment in which to improve an individual's functioning.

"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, 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	March 7, 2025
2.	Deadline to Submit Acknowledgement of Receipt of RFP and Request to be Included on Distribution Service List	Potential Offerors	March 14, 2025
3.	Non-Mandatory Virtual Pre-Proposal Conference	Potential Offerors	March 14, 2025 @ 1:00 PM
4.	Deadline to Submit Questions	Potential Offerors	March 19, 2025 @ 4 PM
5.	Response to Questions	Court	March 21, 2025
6.	Deadline for Submission of Proposals	Offerors	April 11, 2025 @ 4:00 PM
7.	Proposal Evaluation	Evaluation Committee	On or about April 17, 2025
8.	Selection of Finalist(s)	Evaluation Committee	On or about April 17, 2025
9.	Best and Final Offers, if any	Finalist(s)	On or about April 24, 2025
10.	Finalist(s)' Oral Presentations, if any	Finalist/Evaluation Committee	On or about April 25, 2025
11.	Notice to Successful Finalist(s) chosen for an award of a Contract and to Other Offerors	Court	On or about April 29, 2025
12.	Finalize Contract(s)	Court/Successful Finalist(s)	Following Selection of 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/about-this-court/request-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 **March 14, 2025**. 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 basic 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:**

Date – **March 14, 2025**

Time -**1:00 PM**

Virtual - **meet.google.com/jcx-hqyy-zyb**

(US) **+1 302 924 8385**

PIN: 347 759 669#

4. Deadline to Submit Questions

Potential Offerors may submit written questions regarding this RFP on or before **4:00 PM Mountain Daylight Time on March 19, 2025**. All questions must be addressed to the Procurement Manager and submitted to metrarm@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 **March 21, 2025**, 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 4:00 PM MOUNTAIN DAYLIGHT TIME ON APRIL 11, 2025. 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 **April 17, 2025**. 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 **April 17, 2025**. Only Finalist(s) will be invited to participate in any 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 **April 24, 2025**.

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

In the discretion of the Procurement Manager may, each Finalist may be directed to present an Oral Presentation of its Best and Final Offer on **April 25, 2025**. 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 **April 29, 2025**, the Procurement Manager shall notify the successful Finalist(s) that its proposal(s) has been chosen 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 **April 29, 2025**, 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 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 his/her 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. Subcontractor

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 B** hereto. In any event, the Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Subcontractor 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 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 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 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 C**, "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 C**, 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 a 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 Contractor 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 at 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 **"ASSESSMENT AND ALCOHOL AND SUBSTANCE USE TREATMENT SERVICES FOR PROBATIONERS CONVICTED OF A DWI AND SENTENCED TO THE DWI FIRST OFFENDER PROGRAM OR STANDARD PROBATION UNIT THROUGH THE BERNALILLO COUNTY METROPOLITAN COURT – PROBATION DIVISION" RFP No. 25-003.**"

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/Scope of Work
- e. Response to Mandatory Specifications
- f. Response to Contract Terms and Conditions (including defined terms)
- 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, title, email, and telephone number of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, email, 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, if 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. Program Overview

The Metropolitan Court has maintained a Standard Supervision unit since the early 1980's. A primary duty of this unit is supervising DWI Offenders and ensuring they are complying with all State and Court mandates. Treatment referrals and oversight of treatment compliance has continuously been a major component of supervising DWI Offenders for the Court's Probation Division. Approximately, Nine (9) Probation Officers are assigned to the Standard Supervision Unit, which includes both Pretrial Supervision and Standard Probation. Based on increases in DWI convictions in Bernalillo County, the DWI First Offender Program was initiated in 2005 as a specialized unit within the Court's Probation Division. The DWI First Offender Program supervises all defendants found guilty of a DWI First Offense on cases adjudicated through Metropolitan Court. This unit consists of roughly six (6) Probation Officers and one (1) Probation Officer Leadworker who monitor compliance of all New Mexico statutory requirements for a DWI first offense. In addition to monitoring all standard probation conditions and compliance with the law, a major part of probation supervision is compliance with recommended treatment. Completion of a treatment assessment and compliance with any recommendations from this assessment are the cornerstone of a DWI Offender supervision plan. The successful completion of treatment will ultimately help reduce recidivism.

The intent of this procurement is to solicit proposals from qualified service providers to provide treatment services for the Court's DWI First Offender Program and Standard Supervision Unit (collectively referred to as the "Programs") to reduce or eliminate behaviors associated with the crime of DWI by successfully addressing underlying issues of substance use and other conditions that may have contributed to these Participants' charges. All DWI Offenders ordered to these probation Programs, are referred for a substance use initial assessment. All Offenders are required to comply with the results of this assessment and participate in individual and group counseling. This initial clinical assessment is the use of a biopsychosocial interview and scientifically validated instruments for initially determining the needs of each defendant and is designed to create an Individual Treatment Plan, establish measurable objectives, and facilitate an Aftercare Plan.

In addition to the basic alcohol/drug substance use treatment and supporting services, the Court desires to procure supplemental specialized treatment services all of which are described in detail below.

Offerors are encouraged to submit proposals for treatment of defendants who are charged with DWI and participating in the Court's DWI First Offender Program or its Standard Supervision Unit ("Participants").

While the Court prefers to select one vendor that can provide not only the Basic Alcohol/Drug Substance Use Treatment and Supporting Services but that can also provide the Supplemental Specialized Treatment Services all as described below, the Court, in its discretion, may select multiple vendors to meet the needs of the Court's Participants. The Court encourages Offerors to submit the most comprehensive proposal that includes the proposed use of any subcontractors, as appropriate.

Additionally, it is acceptable for an Offeror to submit a proposal for all or a portion of the services that are being solicited by the Court under this RFP and which proposal addresses a specific element or population. If an Offeror is proposing a sub-contractor perform any services for which the Offeror is submitting a proposal, the Offeror must identify that subcontractor and the services to be performed by that subcontractor. The Court, in its discretion, reserves the right to reject any subcontractor that is proposed

2. Existing Program Structure

DWI First Offender Program

The DWI First Offender Program supervises all defendants found guilty of a DWI First Offense on cases adjudicated through Metropolitan Court. This unit monitors compliance of all New Mexico statutory requirements for a DWI first offense. This supervision includes monitoring attendance of the DWI School, the Mothers against Drunk Driving Victim Impact Panel, completion of hours of Community Service, and any recommended treatment. This is in addition to monitoring First Offender Participants' compliance with standard probation conditions and all federal, state, and local laws. Currently, collectively, six (6) Probation Officers and one (1) Probation Officer Leadworker maintain a monthly average of approximately Seven Hundred Twenty-Five (725) supervised probation cases and approximately Two Hundred (200) unsupervised probation cases.

Standard Supervision Unit

The Standard Probation Unit supervises all DWI Offenders sentenced to supervised probation who are not first time DWI Offenders or who do not qualify for or choose to participate in a Specialty Court. This unit maintains supervision of approximately Three Hundred Sixty-Five (365) DWI Probationers each month. As with the DWI First Offender Program, all Offenders sentenced to Standard Supervision must comply with any recommended treatment, standard probation conditions, and all federal, state, and local laws. There are currently a total of Nine (9) Probation Officers assigned to this unit and to the Pretrial Supervision.

Treatment

A large component of a supervised probation plan for a DWI Offender is a thorough substance use treatment assessment and subsequent treatment plan. The assessment of treatment needs is conducted by the Contractor subject to the Court's approval of the Contractor's assessment tool. Self-report alone is not sufficient to make a determination in the areas of risk and need and are expected to be verified by significant others and available documented history. The Probation Officers and the Contractor will collaborate to reach an agreed-upon determination of risk and need. Treatment components must be provided by the Contractor in a manner consistent with and based upon an Individualized Treatment Plan for each Participant.

Referrals to outside providers for medication management for co-occurring mental health disorders or medication assisted treatment for alcohol use disorders, and opiate use disorders shall be staffed with the assigned Probation Officer. If the Contractor identifies the need for these services, but does not provide these services, referrals to a contracted provider are required.

3. Program Goals

- a.** Improve public safety by reducing Participant recidivism;
- b.** Divert Participants from further involvement in the criminal justice system;
- c.** Assist Participants in achieving and maintaining a sober and prosocial lifestyle;
- d.** Address the particular needs of Participants with limited English proficiency ("LEP"), co-occurring disorders, disabilities, and other identified needs; and
- e.** Treatment and Supervision is based on the level of Risk and/or Need of each individual Participant.

4. Participant Population

Currently, the Metropolitan Court's DWI First Offender Program is supervising approximately Seven Hundred Eighty-Two (782) Probationers. By law, these Probationers are all initially required to complete an alcohol and drug use screening assessment program that has been approved by the Department of Finance and Administration. They are also screened by the Court using a risk and needs assessment tool. If based on these assessments, they are referred to treatment, they are required to comply with all treatment recommendations. The same is true for approximately Three Hundred (300) DWI Probationers in standard probation.

5. Service Area

Services will be provided by Contractor(s) selected by the Court in response to this RFP for Participants within the Court's jurisdiction and who are referred by the Court for services.

6. Service Components Overview

- a. **Target Interventions:** Service components are interventions targeted to meet the needs of at-risk populations and are intended to facilitate achievement of the goals listed above. Targeted intervention strategies are necessary to address the underlying needs of Participants in the Programs as manifested in substance use disorders, co-occurring mental illness, specific language and/or cultural needs, and those Participants can be expected to benefit from a trauma-informed care strategy.
- b. **Service Component Guidelines:** The service components and breakdown of elements provided herein are to serve as a guideline to Offerors but are not considered to be all-inclusive. Offerors must submit proposals that include all of the necessary elements for the implementation of the program for Participants. In addition, the Court may provide additional information to any Contractor selected by the Court in response to this RFP on how programs and services are to be implemented and what criteria need to be met.
- c. **Supplemental Service Components:** The specific services are more fully described below and must be billed separately as part of the Supplemental Services.

7. Description of the Basic Substance Use Treatment, and Case Management Service Components

- a. **Intake Procedures:** The Court is seeking proposals from Offerors who have a formal orientation and intake procedure, which outlines program expectations, treatment goals, and financial responsibilities to Participants. Offeror should provide information about its intake protocol and any orientation that it would provide to Participants. Offerors also should demonstrate how Offeror will comply with assessment time frames and implementation of service obligations for Participants.
- b. **Initial Clinical Assessment:** An initial clinical assessment is the use of a biopsychosocial interview and scientifically validated instruments for initially determining the needs of each Participant and is designed to create an Individual Treatment Plan, establish measurable objectives, and facilitate an Aftercare Plan. Assessment should occur on a regular basis to determine a Participant's changing needs and objectives as well as progress in the treatment process. A lack of suitable progress by a Participant is an indicator that the plan should change. Contractor(s) selected in response to this RFP shall perform an initial assessment and shall complete a follow-up assessment and return results to the Court's assigned Probation Officer. The results of the assessment are to

inform the Treatment Plan, which must be shared with the Court. Offerors should explain how their assessments will support the creation of individualized plans for Participants and contribute to the Participant's successful completion of the Court's Program by utilizing an objective, empirically based screening and assessment tool (see next paragraph below). Offerors should explain how frequently its clients are reassessed.

- c. **Screening Tool:** The Court anticipates that Contractors use a tool in order to identify the proper level of care in the context of available treatment resources. The Contractor at a minimum must utilize objective, empirically based screening and assessment tools in assessing the treatment needs of Participants.
- d. **Individual Treatment Plan:** The plan reflects an Individualized approach to each Participant and avoids generic interventions.
 - (1) Identify mechanisms for Participant movement through the Program and successful achievement of goals; and
 - (2) Describe performance measurements and how benchmarks will be established, tracked and reported to the Court's assigned Probation Officer.
- e. **Substance Use Treatment:** Substance use treatment is any organized regime that focuses on the remediation of substance use disorders as defined by the *Diagnostic and Statistical Manual, Fifth Edition* (DSM-V). Any proposal describing this component shall include, but not be limited to, individual and group psychoeducation and counseling. Explain how your approach will meet the needs of Participants and comply with national standards utilizing evidence-based practices. Also explain the key elements of the Offeror's program's design and how the Offeror's program uses evidence-based treatments.
- f. **Alcohol Breath Testing:** Alcohol breath testing should be conducted on all Participants before each counseling session to maintain a safe and secure environment for all parties and to optimize participation in counseling. Explain how alcohol testing will be implemented *prior* to each counseling session. Alcohol breath testing should also be conducted in conjunction with the collection of urine samples.
- g. **Intensive Outpatient Treatment Program ("IOP"):** IOP is a group treatment modality designed to provide six (6) to nine (9) hours of counseling per week for two (2) to four (4) months. This is a relatively high level of care for individuals stepping down from detoxification or who have been unable to achieve sustained abstinence. Ideally, IOP is provided at times of greatest convenience to Participants with work and other demands. Offeror should explain how and when Offeror intends to use intensive outpatient treatment focusing on individual clinical needs in compliance with SAMHSA's standard of care.
- h. **Individual and Group Counseling:** This modality may occur in an individual or group format and is of lower intensity than IOP. Offerors should provide information about its Evidence-Based individual and group counseling services. Offerors should include information about its evidence-based individualized plans and whether they contain goals, objectives, performance, and evaluation standards while addressing how Offeror would address specific identified needs of Participants such as language tracks, cultural and special services.
- i. **Relapse Prevention:** This may be a subcomponent of outpatient treatment or a free-standing activity. In Relapse Prevention ("RP"), Participants are assisted in identifying specific high-risk situations, enhancing the Participant's skills for coping with those situations, increasing the Participant's self-efficacy, managing lapses, and restructuring the Participant's perceptions of the

relapse process. Through the identification of the behavioral chain of events leading to and following a relapse, the Participant is better prepared to prevent a relapse in the future.

- j. **Aftercare Plan:** Aftercare is an essential process for reducing the risks of relapse. It requires a concrete and practiced plan for maintaining the coping skills acquired in treatment and anticipating the challenges associated with relapse after discharge from the highly structured nature of a treatment court and probation. While the Court will not be compensating any selected Contractor for the provision of aftercare services for Participants, the Contractor's creation of an aftercare plan is part of the services being sought by the Court under this RFP. The Contractor must submit an Aftercare Plan for each Participant to the Court at the beginning of the Aftercare Phase. Offerors should explain how it will implement any transition and aftercare planning for Participants with structured programming that focuses on honing skills acquired through the Program and that addresses on-going after-care needs for Participants preparing for graduation from the Court's Program. The Court is interested in receiving proposals from Offerors that show how the Offeror will emphasize and address life skills planning and community re-entry and integration needs for the Participants after they have completed the Court's Program. Any Aftercare plan should also identify unmet Participant needs and possible strategies for meeting those needs in the future. Offerors also should explain how the aftercare plan will be shared with the Court and Participant.
- k. **Measurement of Participant Progress:** In the interests of monitoring the progress of Participants in treatment, the contracted provider shall administer at regular intervals an evidence-based instrument designed for this purpose. The results will guide modifications to the Individual Treatment Plan and will be provided to the Court team.
- l. **Case Management:** Case Management is the collaborative process that assess, plans, implements, coordinates, monitors, and evaluates the options and services required to meet a defendant's health and human service needs.

8. **Supplemental Specialized Treatment Service Components**

- a. **Seeking Safety™:** Provide Seeking Safety™ a trauma informed treatment approach requires groups and/or individual sessions for both men and women; Groups should be co-facilitated by either an appropriately licensed substance use or mental health counselor. Group size should not exceed twelve (12) Participants nor be fewer than four (4) Participants. The duration of the group should not be less than one hour or more than one and a half hours per session; and Individual progress notes regarding topics addressed, the quality of participation, and any critical issues must be documented by the provider following each session and provided to the Court in a monthly report. Additionally, the Contractor must communicate and collaborate on a regular basis with other service providers and the supervising Probation Officer in order to integrate care.
- b. **Motivational Interviewing:** Motivational Interviewing is a counseling method that helps people resolve ambivalent feels and insecurities to find the internal motivation they need to change their behavior. It is a practical, empathetic, and a short-term process that takes into consideration how difficult it is to make life changes.
- c. **Dialectal Behavioral Therapy (“DBT”):** DBT is a type of cognitive behavioral therapy that tries to identify and change negative thinking patterns and pushes for positive behavioral changes. It may also be used to treat suicidal and other self-destructive behaviors.
- d. **Moral Reconciliation Therapy:** Many defendants, but not necessarily all display criminogenic risk factors, such as antisocial cognitions. The standard of practice is to address these factors in addition

to any behavioral health issues. There are a number of validated interventions such as Moral Reconciliation Therapy (“MRT”) that would be provided by any provider selected by the Court.

- e. **Matrix Model (used for persons addicted to stimulant drugs of abuse):** A Matrix Model is an integrated therapeutic model incorporating Cognitive Behavioral Therapy, Motivational Enhancement, Couples and Family Therapy, Individual Supportive/Expressive Psychotherapy and Psychoeducation, Twelve Step Facilitation, Group Therapy, and Social Support.
- f. **Medication Assisted Treatment (“MAT”):** MAT and opiate replacement treatment and alcohol use disorders treatment. The services provided by any provider selected by the Court should include medication assisted therapies, which conform to the Medicaid formularies.
- g. **Meditation:** Meditation involves practicing breathing and through the use of guided imagery and other practices to relax the body and the mind and to reduce stress. Mindfulness meditation is where a person focuses on being intensely aware of what the person is sensing and feeling at the moment without judgment.
- h. **Psychological Services (mental health diagnosis and medication management):** Any provider selected by BCMC to provide these services shall assess the defendant’s needs for psychotropic medications and provide ongoing monitoring of medication compliance; provide defendants with referrals for appropriate treatment and/or intervention such as providing intensive outpatient, co-occurring, mental health, and aftercare treatment services; refer defendants to case management services in order to access benefits for which the defendants may be eligible; submit monthly reports to the Court’s assigned Probation Officer on the defendant’s progress, including defendant’s compliance with psychiatric services and treatment services objectives, and such other information as may be required by the Court; and promptly report to the assigned Probation Officer any defendant’s noncompliance with the psychiatric services, any medication regimen or relapse.

9. Emphasis on Cultural Competence

Provide services, which are culturally responsive and can improve Participant engagement in services, therapeutic relationships between Participants and providers, and treatment retention and outcomes. Cultural competence is an essential ingredient in decreasing disparities in behavioral health. The Contractor must solicit feedback about their performance in the areas of cultural competence and cultural sensitivity and rectify any disparities in treatment to address the needs of the Participants and produce better outcomes as a result. It is important to the Court that the services being provided to Participants address any culturally-specific needs. Offerors should explain how the Offeror will address specialized services for unique populations (e.g., gender, offender, DWI, veterans, etc.) of Participants and how Offeror will engage with Participants in a culturally competent manner. Offerors should explain how the Offeror will ensure that its services are provided in a way that maintains cultural competency. Offerors should also provide information on its efforts to have diversity among its own employees as reflective of the diversity in the Albuquerque community.

10. Assistance in Enrollment in Third Party Payor(s)

The Contractor must have a plan in place to assist uninsured Participants in accessing insurance coverage, through either Medicaid or the federal/state insurance exchange. The Contractor must have a mechanism in place to determine whether a Participant has insurance or is eligible for Medicaid. In addition, the Contractor must be eligible to receive payments from Medicaid and be willing to accept Medicaid as a form of payment. Offerors should describe how they are able to meet these requirements. Offerors also should explain from which insurance and Medicaid providers the Offeror is able to receive payments and whether or not the Offeror accepts major Medicaid plans or other health plans in the Catchment Area.

11. Reference Links

[This section is intentionally left blank.]

12. Program Facilities

a. Non-Residential Facilities:

(1) Any Contractor selected by the Court in response to this RFP shall be expected to conform to all applicable zoning ordinances, laws and codes, and local building, sanitation, health, and fire codes.

(2) In addition, the Contractor shall be expected to have and maintain documentation confirming adherence to local laws, ordinances, and codes where applicable, or shall document non-applicability.

(3) Contractor's principal place of business must be located within a fifteen (15) mile radius of the Courthouse.

b. **Residential Facilities:** The Court's Programs do not require that its Participants be housed in residential treatment facilities, and the Court will not provide funding for such placements.

13. Referral Process

a. **Participant Referral:** The Court's procedures for its referral of Participants to the Contractor will be determined by the Court. The Court anticipates that the Contractor will initiate services for Participants within two (2) weeks of referral.

b. **Intake Information:** In addition to any other information that a Contractor is required to gather by law or otherwise, the Contractor selected by the Court in response to this RFP shall be expected to gather and maintain the following information at intake on each Participant referred:

- (1) Name;
- (2) Home address;
- (3) Date of birth;
- (4) Race;
- (5) Sex;
- (6) Who to notify in case of emergency;
- (7) Special medications, problems or needs;
- (8) Personal physician, if any;
- (9) Any documentation pertaining to the Court's referral of the Participant under the Program;
and
- (10) Insurance Coverage or Third Party Payor(s).

14. Program Administration

Contractor(s) selected by the Court in response to this RFP shall be responsible for maintaining documentation proving that the provisions in the Contract with the Court are met. The Contractor shall be required to maintain an up-to-date written manual, which shall describe the purpose, philosophy, programs, services, and policies of the Contractor's program.

15. Program Personnel

- a. **Trained Staff:** Contractor(s) selected by the Court in response to this RFP shall have qualified, trained staff. Offerors shall provide a list of its staff and their qualifications that will be providing services. In the Offeror's response to this RFP, the Offeror should address considerations such as the educational background, clinical qualifications and other information detailed under the evaluation process concerning its staff.
- b. **Job Descriptions:** Contractor(s) selected by the Court in response to this RFP shall maintain written, updated job descriptions accurately describing the duties for all staff providing program services including volunteer staff.
- c. **Minimum Qualifications:** Contractor(s) selected by the Court in response to this RFP shall establish minimum employment qualifications for all staff, and also any volunteers who provide Program services.
- d. **Procedures:** Contractor(s) selected by the Court in response to this RFP shall adopt procedures to assure that relations between Contractor's staff and Participants are solely on a professional basis. Contractor's procedures or Code of Conduct should include, but not be limited to, the following: Contractor, its employees or representatives, may not accept any gifts or favors from any Participant or his or her family, nor may Contractor, its employees or representatives, give any gifts or favors to Participants or his or her family.
- e. **Confidentiality of Participant's Records:** Contractor(s) selected by the Court in response to this RFP shall ensure confidentiality of each Participant's records and shall adhere to all applicable state and federal statutes concerning confidentiality.
- f. **Code of Ethics:** Contractor(s) selected by the Court in response to this RFP shall adhere to any professional code of ethics established by licensure for any personnel providing services, volunteer services, or staff providing oversight of the Program or Participants within the Program.

16. Program Management

- a. **Individual Programs:** Except for the provision of Seeking Safety™ services, Contractor(s) selected by the Court in response to this RFP will be expected to design individual Treatment Plans for each Participant in the Program that includes the performance of expected behavior and accomplishments, and a schedule for achievement. The Plan shall be signed and dated by Contractor's staff and the Participant.
- b. **Progress Reviews:** The Contractor(s) selected by the Court in response to this RFP will be expected to review on a regular basis, at least monthly, each Participant's progress either through staff meetings or by individual staff. The outcome of each review must be documented by Contractor in the Participant's file and signed by Contractor's staff and the Participant.
- c. **Communication with the Court; Monthly Reports:** The Contractor(s) selected by the Court in response to this RFP will be expected to communicate frequently with the Court's Probation Officers and submit Monthly Reports to the Court's Probation Officers on each Participant that will include information on:
 - (1) Participant's progress;
 - (2) The Participant's compliance with the Program objectives;
 - (3) The Contractor's recommendations for any changes in services being provided to the Participant; and,
 - (4) Such other information as may be reasonably required by the Court or by applicable law.

- (5) Such other information and use of databases as may be required by the Court or by applicable law.
- d. **Incident Reports:** Contractor(s) selected by the Court in response to this RFP will be expected to submit incident reports to the Court documenting a Participant’s non-compliance with Program guidelines, Court directives, and violations of the law within 24 hours of the incident with a written incident report submitted via fax or e-mail within the same timeframe. Non-compliance may include, but is not limited to:
- (1) Positive alcohol screenings;
 - (2) No shows for group or individual sessions;
 - (3) Disclosed non-compliance by Participants including their conditions of release; or
 - (4) Other non-compliance issues as may arise, such as inappropriate behavior in a group session.
- e. **Fidelity Monitoring:** Offerors submitting proposals in response to this RFP must demonstrate a mechanism for maintaining program fidelity (adherence) to their selected evidence-based practices, regarding whether the specific administrative, Staffing, training, and service delivery (core components and dosage) requirements are being met. Fidelity is the faithfulness with which a curriculum or program is implemented. The way a program is implemented influences the outcomes of the program. Implementing a program with fidelity improves the likelihood of replicating program effects with Participants. Two resources for reference with regard to Fidelity Monitoring are:
- (1) www.ndci.org
 - (2) <http://npcresearch.com/projects>

17. Program 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.

18. Financial Requirements

- a. **Accounting Systems:** The Contractor(s) selected by the Court in response to this RFP will be required to maintain all records (including source documentation) relating to the Program as evidence of services provided and charges to the Court under any Contract that is awarded and charged to the Court. It is the responsibility of the Contractor to ensure that its existing 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 a scope of work for any Contract awarded, by date and type of service provided as well as Participants receiving said services by funding source.
- b. **Reporting and Reimbursement:** The Contractor(s) selected by the Court in response to this RFP are compensated on a cost reimbursement basis based on the actual number of units of service they provided each Participant. The Contractor will be required to maintain monthly budget reports, which reflect actual service units provided per Participant. These must be made available to the Court upon request. The Contractor shall submit all invoices and supporting documents to the

Court no later than the 10th business day of each month or as otherwise provide in the contract for all services provided by the Contractor for the previous month.

19. Mandatory Specifications

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

- a. **Experience; Capability of Providing Services:** Provide a brief narrative describing Offeror's agency's history, its primary purpose, target population, and years of experience. Each Offeror must submit a statement of relevant experience listing comparable programs. 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 above. Offerors must provide information on whether their staff has experience in working with court referrals and with drug-involved offenders. Each Offeror must be able to demonstrate, via a sample schedule of the manpower requirements and costs associated with these requirements, its ability to provide case management services and the other services being solicited herein for the Court. Include resumes for Key Personnel detailing education and experience when working with the identified population.
- b. **Licensure and Qualifications:** Each Offeror must submit a copy of its current business license and copies of any required professional or other licenses and certifications and copies of diplomas for relevant college degrees for all Key Personnel who would be involved in the provision of services for the Court under any Contract, and/or 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 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.
- c. **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.
- d. **References:** Proposals must include not fewer than three (3) and no more than five (5) 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 for each reference:
 - (1) Name of individual or company for whom services were provided by Offeror;
 - (2) Address of individual or company;
 - (3) Name of contact person;
 - (4) Telephone number of contact person; and
 - (5) The scope of work provided by Offeror.
- e. **Aftercare Services:** When a Participant completes his/her period of probation, is revoked, , or is otherwise no longer participating in Metropolitan Court's Program, then the Court will no longer be paying for services for that Participant under any contract between the Court and any selected Contractor. However, it is one of the Court's goals to select providers who can work with Participants

to ensure a continuity of care through the use of Third-Party Payors or other resources available to Participants. See information on Third-Party Payors herein.

- f. **Cost of Services:** Except as otherwise provided, Offerors must propose the cost of the service being sought by this RFP using the chart below:

(1) **Cost of Basic Alcohol/Drug Substance Use Treatment and Supporting Services:**

Initial Assessment	\$140.00
Intensive Out-Patient Treatment	\$145.00 per week
Group Sessions	\$40.00
Individual Sessions	\$65.00
Case Management – per session	\$30.00

- (2) **Cost of Specialized Supplemental Treatment Services:** Offerors shall propose a flat fee for each Specialized Supplemental Treatment Service:

Description of Services Provided	Cost (Flat Fee) FY 2026 Not Including Grt	Cost (Flat Fee) FY 2027 Not Including Grt	Cost (Flat Fee) FY 2028 Not Including Grt	Cost (Flat Fee) FY 2029 Not Including Grt
Seeking Safety™ cost per Participant	\$	\$	\$	\$
Motivational Interviewing	\$	\$	\$	\$
Dialectical Behavioral Therapy (“DBT”)	\$	\$	\$	\$
Moral Reconciliation Therapy	\$	\$	\$	\$
Matrix Model	\$	\$	\$	\$
Medication Assisted Treatment (“MAT”)	\$	\$	\$	\$
Meditation	\$	\$	\$	\$
Psychological Services	\$	\$	\$	\$

- (3) **Third-Party Payors:** Contractors are required to use state funds only for Participants for whom services are not available because (i) they are ineligible for public or private health insurance programs; (ii) they have been formally determined to be unaffordable; or (iii) they are for services that are not sufficiently covered by the individual’s health insurance plan. Any selected Contractor shall first seek reimbursement from a Participant’s public or private health insurance programs or any other third-party payors as may be allowable under the law prior to billing the Court. If Participants have private insurance or are eligible to receive or are receiving public insurance or Medicaid benefits, then the fees charged by any Contractor selected in response to this RFP would be reduced accordingly and would be only for those services not covered by those Third-Party Payors. The Contractor also shall seek to enroll Participants in Medicaid, as appropriate.

- (4) **Fee for Service:** The Basic Alcohol/Drug Substance Use Treatment and Supporting Services and the Specialized Supplemental Treatment Services will be billed by any selected Contractor on a fee for service basis and paid by the Court on a reimbursement basis upon receipt from the Contractor of certified and documented invoices for actual expenditures allowable under

the terms of any Agreement. Offerors shall propose a flat fee for each service.

- g. Clarification of Assumptions:** Each Offeror must list and clarify all assumptions used in the proposal submitted in response to this RFP.
- h. 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.
- i. 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.

- j. **Campaign Contribution Disclosure Statement:** Please provide a fully completed Campaign Contribution Disclosure Statement in the form attached hereto as **Appendix B**.
- k. **Insurance:** Each Offeror shall 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 (errors and omissions) insurance, automobile liability insurance, workers' compensation insurance, and umbrella liability insurance.
- l. **Record Keeping:** Each Offeror shall present and elaborate on protocol for recording keeping, including checks and balances for proper billing, confidentiality measures for Participant information, and other record keeping of performance measures and outcomes.
- m. **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.

B. EVALUATION PROCESS

1. **Review of Technical Specifications/Scope of Work and Mandatory Specifications and Requirements:** All Offerors' proposals will be reviewed for compliance with the Technical Specifications/Scope of Work, Mandatory Specifications, and Requirements stated within the RFP. Proposals deemed 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 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**. **Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.**
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 2,000 point scale using the criteria set forth in the table below. Award, if made, will be to the highest scored proposal.

Factors for Grading	Points Available
Ability to Perform Technical Specification/ Scope of Work	
1 Program Overview	Pass/Fail
2 Existing Program Structure	Pass/Fail
3. Program Goals	Pass/Fail
4. Participant Population	Pass/Fail
5. Service Area	Pass/Fail
6. Service Components Overview	Pass/Fail
7. Description of Basic Alcohol/Drug Substance Use Treatment, and Supporting Service Components	
a. Intake Procedure	50 Points
b. Initial Clinical Assessment	100 Points
c. Screening Tool	50 Points
d. Individual Treatment Plan	100 Points
e. Substance Use Treatment	100 Points
f. Alcohol Breath Testing	25 Points
g. Intensive Outpatient Treatment Program (“IOP”)	100 Points
h. Individual and Group Counseling	75 Points
i. Aftercare Plan	50 Points
j. Measurement of Participant Progress	50 Points
k. Case Management	100 Points
8. Supplemental Service Components	
a. Seeking Safety™ Described	50 Points
b. Motivational Interviewing	50 Points
c. Dialectical Behavioral Therapy (“DBT”)	50 Points
d. Moral Reconciliation Therapy	50 Points
e. Matrix Model (used for persons addicted to stimulant drugs of abuse)	50 Points
f. Medication Assisted Treatment (“MAT”)	50 Points
g. Meditation	50 Points
h. Psychological Services	50 Points
9. Emphasis on Cultural Competence	100 Points
10. Assistance in Enrollment in Third Party Payor(s)	100 Points
11. Reference Links	
12. Program Facilities	Pass/Fail
13. Referral Process	Pass/Fail
14. Program Administration	Pass/Fail
15. Program Personnel	Pass/Fail
a. Trained Staff	Pass/Fail
b. Job Descriptions	Pass/Fail
c. Minimum Qualifications	Pass/Fail
c. Procedures	Pass/Fail
d. Confidentiality of Participant’s Records	Pass/Fail
e. Code of Ethics	Pass/Fail
16. Program Management	

a. Individual Programs	100 Points
b. Progress Reviews	100 Points
c. Communication with the Court; Monthly Reports; Incident Reports	100 Points
d. Fidelity Monitoring	100 Points
17. Program Audits - Financial/Operational/Administrative	
18. Financial Requirements	Pass/Fail
19. Ability to Meet Mandatory Specifications	Pass/Fail
a. Experience; Capability of Providing Services	Pass/Fail
b. Licensure and Qualifications	Pass/Fail
c. Good Standing	Pass/Fail
d. References	Pass/Fail
e. Aftercare Services	Pass/Fail
<u>Cost of Services</u>	
1. Cost of <u>Basic Alcohol/Drug Substance Use Treatment, and Supporting Services</u>	100 Points
2. Cost of Specialized Supplemental Treatment Services:	100 Points

Total Points Available: 2,000

6. 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.

7. Finalist(s)’ Presentations (100 points)

In addition to the above scoring, in 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 100 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 (40 points)
- o Knowledge of Court Programs (20 points)
- o Responsiveness to Court Questions (20 points)
- o Ability to Perform Scope of Work (20 points)

Total Points Available: 100

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

APPENDIX A

REQUESTS FOR PROPOSALS

ASSESSMENT AND ALCOHOL AND SUBSTANCE USE TREATMENT SERVICES FOR PROBATIONERS CONVICTED OF A DWI AND SENTENCED TO THE DWI FIRST OFFENDER PROGRAM OR STANDARD PROBATION UNIT THROUGH THE BERNALILLO COUNTY METROPOLITAN COURT – PROBATION DIVISION

**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 **March 14, 2025**. 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:** _____

APPENDIX B

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)

APPENDIX C

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. and the Procurement Code Regulations 1.4.1.1 NMAC 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. 15-004; 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**.

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 _____ Manager or his designee. 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 **July 1, 2025**; 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 **three (3)** successive periods of **one (1) year each** by mutual consent of the parties, 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, 2029**.

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. 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 the prior written consent of the Court. If approved by the Court, the Contractor shall be solely responsible and liable for the performance of any subcontractor under such subcontract(s). 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. The Contractor shall execute written agreements with subcontractors, which are approved in advance by the Court. Copies of executed agreements with any approved subcontractors must be delivered to the Court within **ten (10) days** of execution. Contractor shall be responsible for monitoring its 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.

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, the State of New Mexico, and the Federal government 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 or the Federal government 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; or
- (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. 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.*

12. 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 Contractor has violated any of these provisions the Court may terminate this Agreement, in addition to pursuing any other applicable penalties.

13. 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) year** 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.

14. Debarment, Suspension, and Other Responsibility Matters. 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.

15. 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 against any person by reason of age, race, religion, color, sex (including pregnancy), national origin, ancestry, genetic information, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Workers Compensation. The Contractor represents and warrants that it currently has and will continue to maintain workers' 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 18** 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 workers' 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.

21. Insurance; Bond; Licenses; Performance Bond.

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 18** 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.

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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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) 841-8105
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.

28. Prohibition against Dual Compensation. The Contractor shall bill Medicaid/Third Party Insurance for all treatment services covered prior to billing the Court. The Contractor shall coordinate with the Court's Grant Administrator or his/her designee on services/costs billed to a Third Party to ensure services/costs are not also billed to the Court. 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 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.

29. 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 Contractor is in default of its obligations pursuant hereto, the Court shall be entitled to recover its reasonable attorney's fees and costs.

30. 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.

31. 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.

32. Background Checks; Notification. The Contractor shall conduct a background check on all of the Contractor's employees who will be performing work for the Court under this Agreement. 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 a misdemeanor, have a case pending before the Court 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.

33. Notice of Matters Pending Before the Court. The Contractor shall notify Court Administration in writing if the Contractor or one of its employees providing services for the Court should have a case pending before the Court or is a witness in a case pending before the Court. The Contractor shall notify Court Administration in writing within one (1) business day of learning about the involvement in the case and shall provide the names of the parties to the case, the Court case number assigned to the case, and the dates of any scheduled hearings of which the Contractor is aware.

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. Providing Services to Limited English Proficiency “LEP” Individuals. The Contractor must take reasonable steps to provide meaningful access to the services being provided under this Agreement for persons with a limited English proficiency (“LEP”).

A. The Contractor will provide services that reasonably meet the needs of LEP and hearing impaired Participants through the use of bilingual (English/Spanish) employees, external resources such as foreign language translation and interpretation, video remote interpreting via WeInterpret.net, American Sign Language interpreters, and telecommunication devices for the hearing impaired (TTY or TDD); and

B. The Contractor also will provide services that reasonably meet the needs of Participants with other disabilities. The Contractor’s facilities, if any, are handicap accessible.

For more information on the civil rights responsibilities that Contractor shall have in providing language services to LEP individuals see <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

36. 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.

37. 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.