

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

**REQUEST FOR PROPOSALS  
STATE FISCAL YEAR 2027  
RFP NO. 26-002**

**ALCOHOL MONITORING AND GPS LOCATION TRACKING DEVICES  
AND RELATED SERVICES FOR SPECIALTY COURT PROGRAMS**

Release Date:	April 17, 2026
Acknowledgement of Receipt Deadline:	April 23, 2026
Virtual Non-Mandatory Pre-Proposal Conference:	April 23, 2026 @ 10:00 AM
Deadline for Submission of Proposals:	May 18, 2026 @ 4:00 PM

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**TABLE OF CONTENTS**

	<u>Page No.</u>
<b>I. INTRODUCTION</b>	
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 .....	6
<b>II. CONDITIONS GOVERNING THE PROCUREMENT</b>	
A. SEQUENCE OF EVENTS	7
B. EXPLANATION OF EVENTS	8
1. Issuance of RFP	8
2. Acknowledgement of Receipt and Request to be Included on Distribution Service List	8
3. Non-Mandatory Virtual Pre-Proposal Conference	8
4. Deadline to Submit Questions	8
5. Response to Questions	8
6. Submission of Proposal	9
7. Proposal Evaluation	9
8. Selection of Finalist(s)	9
9. Best and Final Offers from Finalist(s)	9
10. Finalist(s)' Oral Presentations	9
11. Notice to Successful Finalist(s)	9
12. Finalize Contract (s)	9
13. Contract Award(s)	10
14. Protests of Award Deadline	10
C. GENERAL REQUIREMENTS	
1. Acceptance of Conditions Governing the Procurement .....	10
2. Incurring Cost	10
3. Contractor Responsibility	10
4. Subcontractors	10
5. Amended Proposals	10
6. Offerors Rights to Withdraw Proposal	11
7. Proposals Firm	11
8. Disclosure of Proposal Contents	11
9. No Obligation	11
10. Sufficient Appropriation	11
11. Legal Review/Advice	12
12. Governing Law	12
13. Basis for Proposal	12
14. Contract Terms and Conditions	12
15. Offeror's Terms and Conditions	12
16. Contract Deviations	12
17. Offeror Qualifications	13
18. Right to Waive Minor Irregularities	13
19. Change in Contractor Representatives	13
20. Notice	13
21. Court's Rights	13
22. Publicity	13

23.	Ownership of Proposals	13
24.	RFP Revisions and Supplements/Acknowledgement of Amendments	13
25.	Electronic Mail Address Required	14
26.	Use of Electronic Versions of this RFP	14
27.	Cancellation of RFP/Rejection of Proposals	14

**III. RESPONSE FORMAT AND ORGANIZATION**

A.	NUMBER OF PROPOSALS	15
B.	NUMBER OF COPIES	15
C.	PROPOSAL FORMAT	15
1.	Proposal Organization	15
2.	Letter of Transmittal	15
3.	Resident Business; Native American Resident Business; Resident Veteran Business; Native American Resident Veteran Business	16

**IV. SPECIFICATIONS OF PROPOSALS**

A.	TECHNICAL SPECIFICATIONS/SCOPE OF WORK	17
1.	Services Overview	18
2.	Service Areas	18
3.	Service Components	
a.	Minimum Specification for Monitoring Devices.	18
b.	Device Installation	18
c.	Device Maintenance	18
d.	Average Length of Days Ordered	18
e.	Reporting	18
f.	Domestic Violence Alerts	18
g.	Attend Court Hearings and Provide Testimony (Consultation with the Court	18
h.	Estimated Device Quantities	19
i.	Contractor Qualifications	19
j.	Services for Limited or Non-English Speaking Participants or participants with Disability under the ADA	19
4.	Participant Population	19
5.	Guideline	19
6.	Contractor(s)' Facilities	20
7.	Referral Process	20
8.	Contractor's Procedures	20
9.	Audits – Financial/Operational/Administrative	20
10.	Financial Requirements	20
11.	Mandatory Specifications	21
B.	EVALUATION PROCESS	23
1.	Review of Technical Specifications/Scope of Work and Mandatory Specifications and Requirements	23
2.	Request for Clarification	23
3.	Other Sources of Information	23
4.	Responsive Proposals and Responsible Offerors	23
5.	Criteria and Scoring of Points	23
6.	Resident Business; Native American Resident Business; Resident Veteran Business; Native American Resident Veteran Business Preference Certification	24
7.	Finalist(s)' Presentations	24

**APPENDICES:**

A.	ACKNOWLEDGEMENT OF RECEIPT OF RFP FORM AND REQUEST BY OFFFEROR FOR INCLUSION ON DISTRIBUTION LIST	25
B.	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	26
C.	SAMPLE FORM OF CONTRACT TERMS AND CONDITIONS	28
D.	PROPOSED BUDGET FORM	34

## 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 alcohol monitoring and global positioning system (“GPS”) tracking devices and the associated services to install, administer, and maintain these devices for individuals participating (“Participants”) in each of the following Specialty Court programs: DWI Recovery Court (“Recovery Court”), Urban Native American Healing to Wellness Court Program (“HTW”), Domestic Violence Solutions Treatment Education Program (“DVSTEP”), Behavioral Health Court (“BHC”), Behavioral Health DWI Court (“BHC-DWI”), and Community Veterans Court (“CVC”) (collectively “Programs” or “Specialty Court Programs”). The goals of these Programs include improving public safety by reducing criminal recidivism and supporting the recovery of the defendant/probationers who participate in these Specialty Court Programs from substance abuse. The Scope of Work is fully detailed in **Section IV** of this RFP.

**The Metropolitan Court is requesting proposals that comply with New Mexico law.** The term of the initial contract(s) shall begin on **July 1, 2026**, 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 costs schedule from qualified Offerors for a period of **up to ten (10) years**, subject to available funding, i.e. for **Fiscal Year 2027 (July 1, 2026 to June 30, 2027), Fiscal Year 2028 (July 1, 2027 to June 30, 2028), Fiscal Year 2029 (July 1, 2028 to June 30, 2029), Fiscal Year 2030 (July 1, 2029 to June 30, 2030), Fiscal Year 2031 (July 1, 2030 to June 30, 2031), Fiscal Year 2032 (July 1, 2031 to June 30, 2032), Fiscal Year 2033 (July 1, 2032 to June 30, 2033), Fiscal Year 2034 (July 1, 2033 to June 30, 2034), Fiscal Year 2035 (July 1, 2034 to June 30, 2035), and Fiscal Year 2036 (July 1, 2035 to June 30, 2036)**. 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. As this is an RFP for non-professional services as defined in the NM Procurement Code, the Court requests that Offerors provide a cost schedule for a total of **ten (10) years** pursuant to NMSA 1978, §13-1-150.

Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist or as otherwise allowed under the terms of the Contract. Such termination will be effected completed 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, 2026**. However, under no circumstances will any Contract, including any extensions thereof, extend beyond **June 30, 2036**.

**E. PROCUREMENT MANAGER**

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

Gary Markel  
Procurement Manager  
Bernalillo County Metropolitan Court  
401 Lomas Blvd. NW  
Albuquerque, New Mexico 87102  
Telephone: (505) 938-4243 FAX: (505) 222-4829  
Email: metrgwm@nmcourts.gov

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

Gary Markel  
Procurement Manager  
Bernalillo County Metropolitan Court  
8<sup>th</sup> Floor, Room 803  
401 Lomas Blvd. NW  
Albuquerque, NM 87102

Any inquiries or requests regarding this procurement shall 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 shall 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.

“**Court**” means the Bernalillo County Metropolitan Court.

“**Court Business Hours**” means 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.

“**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 the Contract Award.

“**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.

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

“**Non-Mandatory Virtual Pre-Proposal Conference**” means the Offeror is strongly encouraged to attend the virtual pre-proposal 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 chooses 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 “**Specialty Court Programs**” means the Court’s DWI Recovery Court (“Recovery Court”), Urban Native American Healing to Wellness Court Program (“HTW”), Domestic Violence Solutions Treatment Education Program (“DVSTEP”), Behavioral Health Court (“BHC”), Behavioral Health DWI Court (“BHC-DWI”), and Community Veterans Court (“CVC”).

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

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

“**Request for Proposals**” or “**RFP**” means collectively all documents, including those attached or incorporated herein by reference, used for soliciting proposals.

“**Responsible Offeror**” means an Offeror who submits a Responsive Proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate for the satisfactory delivery of the services and/or items of tangible personal property described in this RFP.

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

“**Sealed Proposal**” means a non-electronic form of a responsive submission proposal by the Offeror. The Proposal is enclosed in an envelope or a box that is completely sealed in a way that nothing can be added or removed. Any opened package or broken sealed packaged will NOT be accepted by the Court.

**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	April 17, 2026
2.	Deadline to Submit Acknowledgement of Receipt of RFP and Request to be Included on Distribution Service List	Potential Offerors	April 23, 2026
3.	Non-Mandatory Virtual Pre-Proposal Conference	Potential Offerors	April 23, 2026 @ 10 AM
4.	Deadline to Submit Questions	Potential Offerors	April 30, 2026 @ 4:00 PM
5.	Response to Questions	Court	May 8, 2026
6.	Deadline for Submission of Proposals	Offerors	May 18, 2026 @ 4:00 PM
7.	Proposal Evaluation	Evaluation Committee	On or about May 27, 2026
8.	Selection of Finalist(s)	Evaluation Committee	On or about May 27, 2026
9.	Best and Final Offers, <i>if any</i>	Finalist(s)	On or about May 29, 2026
10.	Finalist(s)' Oral Presentations, <i>if any</i>	Finalist/Evaluation Committee	On or about June 1, 2026
11.	Notice to Successful Finalist(s) chosen for an award of a Contract and to Other Offerors	Court	On or about June 1, 2026
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/>.

**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 **April 23, 2026**. The Court utilizes e-mail as its method of communication with potential Offerors who are on the service list; however, the Court will accept communications from potential Offerors by fax, United States mail, or hand-delivery. All potential Offerors, who timely submit a Receipt to the Court shall be placed on its e-mail distribution list for purposes of this RFP. Potential Offerors are not required to participate in this service list in order to submit a proposal in response to this RFP; participation on the service list is purely voluntary.

**3. Non-Mandatory Virtual Pre-Proposal Conference**

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

**Date – April 23, 2026**

**Time – 10:00 AM**

**Google Meet joining info -- Video call link: Meeting ID [https:// meet.google.com/gxd-kjhj-eja](https://meet.google.com/gxd-kjhj-eja)**

**Or dial: (US)[+1 541-702-7610](tel:+15417027610) PIN: 296 693 418#**

**4. Deadline to Submit Questions**

Potential Offerors may submit written questions regarding this RFP on or before **4:00 PM Mountain Daylight Time on April 30, 2026**. All questions must be addressed to the Procurement Manager and submitted to [metrgwm@nmcourts.gov](mailto:metrgwm@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 **May 8, 2026**, 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 MAY 18, 2026. 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 email or 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 May 27, 2026**. At that time, in accordance with NMSA 1978, § 13-1-115, the Procurement Manager may, in the sole discretion of the Procurement Manager, 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 **May 27, 2026**. Only Finalist(s) will be invited to participate in the subsequent steps of the procurement.

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

In the discretion of the Procurement Manager, Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **on or about May 29, 2026**.

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

In the discretion of the Procurement Manager, each Finalist may be directed to present an Oral Presentation of its Best and Final Offer **on or about June 1, 2026**. 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 June 1, 2026**, 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 June 1, 2026**, 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 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 and approved by the Court. In addition, each award and Contract is subject to appropriate State approvals.

**14. Protests of Award Deadline**

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

**C. GENERAL REQUIREMENTS**

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

**1. Acceptance of Conditions Governing the Procurement**

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

**2. Incurring Cost**

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

**3. Contractor Responsibility**

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

**4. Subcontractors**

Use of subcontractors for services must be clearly explained in the proposal, and all subcontractors must be identified by complete business name, address, and telephone number. All subcontractors also shall be required to execute a Campaign Contribution Disclosure Form, **Appendix B** hereto. In any event, the Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Subcontractors may be added during the Contract term with the prior written approval of the Court.

**5. Amended Proposals**

Offerors may submit amended proposals before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. No amended proposal will be accepted after the deadline for receipt of proposals. No employee of the Court will merge, collate, or assemble proposal materials.

**6. Offerors 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 Courts, the New Mexico Taxation and Revenue Department, and the New Mexico Department of Finance and Administration, to name a few such agencies), and it is further subject to disclosure requirements as set forth in the New Mexico Inspection of Public Records Act ("IPRA"), NMSA § 14-2-1 et seq. and in the Sunshine Portal Transparency Act ("Sunshine Portal"), NMSA 1978, § 10-16D-1 et seq. Therefore, nothing contained in this RFP or in any subsequent Contract(s) with any Offeror(s) selected for an award is intended to restrict the Court's ability to comply with IPRA and the Sunshine Portal, or other applicable laws or reporting obligations.

**9. No Obligation**

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

**10. Sufficient Appropriation**

Any Contract(s) awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor.

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

**11. Legal Review/Advice**

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

**12. Governing Law**

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

**13. Basis for Proposal**

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

**14. Contract Terms and Conditions**

Awards shall be contingent upon successful negotiation of a final Contract(s) between the Court and the Offeror(s) whose proposal(s) is accepted by the Court, subject to appropriate State approvals. The Contract(s) between the Court and the Contractor will generally follow the format specified by the Court and contain the terms and conditions set forth in **Appendix 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 the Contract negotiated with the Court.

**16. Contract Deviations**

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

**17. Offeror Qualifications**

The Evaluation Committee may make such investigations as are necessary to determine the ability of any Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer.

**18. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor technical irregularities in the form of proposal of any Offeror selected for award, which do not materially alter the price, quality, quantity, or delivery requirements 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, who are assigned by the Contractor to provide services for the Court, if the assigned representatives are not, in the sole opinion of the Court, meeting its needs adequately.

**20. Notice**

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

**21. Court's Rights**

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

**22. Publicity**

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

**23. Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the Court and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned by the Court after the expiration of the protest period upon the Court's receipt of written request for the return of such information by the non-selected Offeror.

**24. RFP Revisions and Supplements/Acknowledgement of Amendments**

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

**25. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offerors must have a valid e-mail address and timely submit a signed **Acknowledgement of Receipt of RFP Form and Request by Offeror for Inclusion on Distribution Service List** to receive this correspondence.

**26. Use of Electronic Versions of this RFP**

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

**27. Cancellation of RFP/Rejection of Proposals**

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF PROPOSALS

Each Offeror shall submit only one (1) proposal.

#### B. NUMBER OF COPIES

Offerors shall submit **one (1) unbound original and seven (7) clipped/stapled copies** of a completed proposal including all required forms and other attachments. In addition, Offerors shall submit **one (1) electronic copy of the proposal on a CD or USB flash drive**. The original proposal with original signatures shall 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 "**Alcohol Monitoring and GPS Location Tracking Devices and Related Services for Specialty Court Programs RFP No. 26-002.**"

#### 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. Offerors Additional Terms and Conditions, if any
- h. Other Supporting Material (any additional information that the Offeror would like to include)

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

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

##### 2. Letter of Transmittal

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

- a. Identify the submitting organization, its name, address, and phone number;
- b. Identify the name, and title, email address, and telephone number of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, email address, 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. Services Overview

The Bernalillo County Metropolitan Court is soliciting proposals from Contractors that can issue, install, monitor, and administer alcohol monitoring and GPS location devices on a case-by-case basis as ordered by a Judge. These devices are tools used by the Court in conjunction with treatment to help the Participants who are participating in one of the Court's Specialty Court Programs successfully complete those treatment programs.

The Contractor(s) selected by the Court in response to this RFP will be required either to provide the devices directly to Participants and oversee the installation of the devices, device maintenance, and device removals for Participants; or, alternatively, to provide the devices to the Court and the appropriate training for Court staff who then will issue the devices to Participants and who will install and remove those devices once the Participants have completed the Specialty Court Program or as otherwise may be ordered by the Program Judge.

Both the alcohol monitoring devices and the GPS devices and related services that the Court is seeking by this RFP must report live time monitoring results to a web-based program, and device monitoring by any Contractor(s) selected in response to this RFP must be continuous 24 hours a day, 7 days a week. At a minimum, the web-based Participant monitoring program utilized for the devices must have the capability to provide Participant analytics in order to enhance the Court's supervision of these Participants. The Contractor(s) selected by the Court in response to this RFP shall be required to provide access to its web-based program monitoring application, individual user logins for Court Probation Officers and other Court staff, and training to Court staff in the use of the devices and application at no additional cost to the Court.

Participants are often ordered to report immediately after seeing the Program Judges and Probation Officers for installation of an alcohol monitoring or GPS device. Therefore, it is essential to the success of the Participants in the Court's Specialty Court Programs that any Contractor(s) selected by the Court in response to this RFP be available Monday through Friday from 8:00 AM to 5:00 PM to install or remove devices or as required by the Court. Alternatively, if Court staff are installing or removing the devices, then any Contractor(s) selected by the Court in response to this RFP must be available to assist Court staff in installing or removing devices, and the Court also must have access to an adequate supply of devices for installation.

Regardless of whether the Contractor or the Court is meeting with Participants to install or remove devices, any Contractor(s) selected by the Court in response to this RFP shall provide device bases for home use by Participants who are unable to report in person to the Court so that they can download their results from the devices that require a download via landline telephone, cellular phone, or Wi-Fi. The bases shall be included at no additional cost to the Court and shall be included as part of the daily fee for the devices charged by the Contractor(s). The Court shall require any Contractor(s) selected by the Court in response to this RFP to provide access to Participants to download results from their devices **Monday through Friday from 8:00 AM to 5:00 PM.**

Any Contractor(s) selected by the Court in response to this RFP shall be required to notify the Court's Probation Officer and/or Probation staff who have been assigned by the Court to supervise a particular Participant within **24 hours** through e-mail if a violation occurs or if a device has been tampered with or removed. The selected Contractor(s) will be required by the Court to insure its devices and related equipment at its own cost and expense.

The Court will not be responsible for any damages to equipment, or for equipment that is not returned to the Contractor(s) by Participants who have absconded from the Justice system and the Court's Specialty Court Programs.

## 2. Service Areas

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.

## 3. Service Components

The general service components that the Court requires include, but are not limited to:

- a. **Minimum Specifications for Monitoring Devices:**
  - i. Transdermal continuous alcohol monitoring ankle bracelet technology.
  - ii. Portable breathalyzer device with cellular and GPS location monitoring and reporting.
  - iii. GPS ankle bracelet with location monitoring and reporting.
- b. **Device Installation:** The selected Contractor(s) will be required by the Court to provide device installations, device maintenance, and device removal for Participants **Monday through Friday 8:00 AM to 5:00 PM**. As an alternative, if the selected Contractor(s) do not have a place of business located in Albuquerque, New Mexico, then the Contractor(s) must provide all equipment and training for Court staff to install and remove the devices.
- c. **Device Maintenance:** The selected Contractor(s) will be required to provide devices and any related equipment for installation based on the Specialty Court Program Judge's orders. They also will be required to maintain the appropriate number of devices to ensure that there is a device available when ordered by a Judge. If the selected Contractor(s) does not have a place of business located in Albuquerque, New Mexico, then the Contractor(s) must provide the devices and any related equipment to the Court and further must provide a mechanism for the Court to order more equipment and/or to return any excess equipment at no cost to the Court.
- d. **Average Length of Days Ordered:** The length of time that a Participant is required to be monitored through the use of a device varies as the needs of each Participant are evaluated on a case-by-case basis by the Specialty Court Program Judge and as set forth in the Judge's Orders. Typically, the length of time a Participant has a device installed is **roughly between Thirty (30) and Ninety (90) days** per device. But, the number of days per device is a rough estimate based on averages for the purpose of providing Offerors with an approximation of lengths of time that devices typically are used by Participants. However, as noted above, the actual days per device for each Participant is subject to change and dependent on the Judge's Order
- e. **Reporting:** The Contractor(s) selected by the Court in response to this RFP shall be required to notify the Court's assigned Probation Officer and/or Probation staff within **24 hours** via telephone call and/or e-mail if a violation occurs (to include, but not limited to, device tampering/removal, absconding from GPS inclusion zone, alcohol consumption, or exclusion zone violations)
- f. **Domestic Violence Alerts:** Any exclusion zone violations would require the selected Contractor(s) to notify the victim, the Court's assigned Probation Officer, and a Probation Supervisor, and in the event that Court Probation is unable to be contacted by the Contractor, then the selected Contractor(s) also would be required to notify Law Enforcement.
- g. **Attend Court Hearings and Provide Testimony (Consultation with the Court):** As part of each Offeror's proposal in response to this RFP, Offerors need to be able to provide information about how they will plan to attend Court hearings, if necessary. For example, Court testimony may be

required if there is an evidentiary hearing about a violation that is captured by the monitoring device. However, typically, information about a Participant violation is communicated by the selected Contractor(s) to the Probation Officer, who submits an affidavit or otherwise provides that information to the Judge for any hearing.

- h. Estimated Device Quantities:** The Court has listed below an annualized estimation of Specialty Court Program Participants utilizing these devices to provide interested Offerors with an approximation of the number of Participants served annually. Of course, the number of Participants varies annually. Therefore, the Court does not guarantee the order of a definite quantity of any device. Instead, the device quantities listed below are estimated amounts only.

<u>Electronic Monitoring Devices</u>	<u>Average Number of Devices Needed At Any Given Time</u>
Transdermal continuous alcohol monitoring ankle bracelet technology with cellular monitoring and reporting (“Transdermal Alcohol Monitoring Device”)	25
Portable breathalyzer device with cellular, facial recognition, and GPS location monitoring and reporting (“Portable Breathalyzer & GPS Location Tracking Device”)	3
GPS ankle bracelet with location monitoring and reporting (“GPS Location Tracking Device”)	10

- i. Contractor Qualifications:** The Contractor selected by the Court in response to this RFP will be chosen by the Court to provide these devices and related services based upon the Contractor’s qualifications, skill, experience, and ability to provide such services.
- j. Services for Limited or Non-English Speaking Participants or Participants with a Disability under the ADA:** The devices and related services shall be available to non-English speaking Participants, specifically Spanish speaking Participants, and to other Participants, who are referred to the selected Contractor(s) for devices, including Participants who are hearing-impaired or who have physical limitations or other disabilities.

**4. Participant Population**

The target population that will be referred to any selected Contractor(s) are Participants who have been ordered into Treatment Court Programs at Bernalillo County Metropolitan Court. Below is the maximum number of Participants (*at any given time*) for each Specialty Court Program:

<b>SPECIALTY COURT PROGRAM</b>	<b>MAXIMUM NUMBER OF PARTICIPANTS</b>
DWI Recovery Court (“Recovery Court”)	125
Urban Native American Healing to Wellness Court (“HTW”)	50
Community Veterans Court (“CVC”)	50
Domestic Violence Solutions, Treatment, and Education Program (“DVSTEP”)	25
Behavioral Health Court (“BHC”)	25
Behavioral Health DWI Court (“BHC-DWI”)	25

**5. Guideline**

The above service components and breakdown of elements are provided to serve as a guideline to Offerors

but are not to be considered all-inclusive. The Court is relying upon qualified Offerors to make recommendations for the services in their proposals. Offerors must submit proposals that include all of the necessary elements for the implementation of the Alcohol Monitoring and GPS Location Tracking Devices and related services being solicited by the Court for Participants in its Specialty Court Programs.

**6. Contractor(s)' Facilities**

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

**7. Referral Process**

The Court's procedures for its referral of Participants for device installation to the Contractor(s) selected by the Court in response to this RFP will be determined by the Court.

- 8. Contractor(s)' 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 from a Participant's family, nor may Contractor, its employees or representatives, give any gifts or favors to Participants or their families.

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

All Contracts with the Court are subject to audit throughout the Contract term 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 accountings, billings and income.

**12. Financial Requirements**

- a. **Accounting Systems:** 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 under any Contract that is Awarded and charges to the Court. It is the responsibility of the Contractor to ensure that its accounting system is in existence that 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, as applicable.
- b. **Invoices:** The Contractor shall submit all invoices and supporting documents to the Court no later than the 10<sup>th</sup> business day of each month or as otherwise provide in the contract for all devices and related services provided by the Contractor for the previous month.

### 13. 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:** Each Offeror must submit a statement of relevant experience listing comparable services. 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 Sections above. Each Offeror must be able to demonstrate, via a sample schedule of the staffing requirements and costs associated with these requirements, its ability to provide these services for the Court. Include resumes for Key Personnel.
- b. **Licensure and Qualifications:** Each Offeror must submit a copy of its current business license and copies of any required licenses for all Key Personnel who would be involved in the provision of services for the Court under any Contract, that are required by applicable laws, rules and/or regulations to be maintained in order to perform the services being sought by the Court under this RFP. The Contractor(s) to whom any Contract(s) may be awarded and all applicable personnel must maintain any such required licensure in full force and effect during the term of the Contract and any extensions thereof.
- d. **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 and applicable law, the Offeror must provide the Court with proof that the Offeror has duly qualified to do business in New Mexico.
- e. **References:** To the extent available, proposals must include no 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 about 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) Scope of work provided by Offeror.
- f. **Cost of Devices and Related Services; Budget Template:** All Offerors must submit their proposed budget for the devices and related services. The Court requests that Offerors provide a cost schedule for a total of **ten (10) years**. Offerors should take into consideration their anticipated increases in the costs of the devices and related services over the next **ten (10) fiscal years** and should submit their proposed budgets by using the **Budget Template** on **Appendix D** in the RFP.
- 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 record keeping, including checks and balances for proper billing, confidentiality measures for Participant information, and other record keeping.

- 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 Offeror 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 investigate and use other sources of information to perform the evaluation, as specified in **Section II**.
4. **Responsive Proposals and Responsible Offerors:** Responsive Proposals will be evaluated on the factors set forth in this **Section IV**, each of which has been assigned a point value. The Responsible Offerors with the two (2) or three (3) highest scores *may* be selected as Finalists based upon the proposals submitted. Each Finalist that is asked or chosen to submit a revised proposal for the purpose of obtaining best and final offers will have its points recalculated accordingly. The Responsible Offeror(s) whose proposal is most advantageous to the Court will be recommended for a Contract(s) to be awarded as specified in **Section II**. **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 1,000 point scale using the criteria set forth below. Award, if made, will be to the highest scored proposal.

CRITERION	MAXIMUM NUMBER OF POINTS
Knowledge, Experience, and Ability to perform the Technical Specifications/Scope of Work	<b>300</b>
Ability to meet Mandatory Specifications	<b>200</b>
Knowledge and experience in providing electronic monitoring in a criminal justice setting, including any references from other clients, including any governmental agencies.	<b>200</b>
Ability to perform all of the services for the Court, including the installation and removal of the devices	<b>100</b>
Knowledge and experience in testifying in court setting.	<b>100</b>
Cost	<b>100</b>

***Total Points Available: 1,000***

**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 Finalists 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 stage, the prior scoring totals shall not be considered.

The following factors shall be considered at any Oral Presentation:

- Overall Presentation (40 points)
- Knowledge of Electronic Monitoring and GPS (20 points)
- Responsiveness to Court Questions (20 points)
- 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**

**ALCOHOL MONITORING AND GPS LOCATION TRACKING DEVICES  
AND RELATED SERVICES FOR SPECIALTY COURT PROGRAMS**

**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 D**. This Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than **April 23, 2026**. 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 further revisions in the discretion of the Court.)

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 \_\_\_\_\_, 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. 26-002; 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 Costs 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 the Manager’s designee. Failure to submit invoices on or before the **tenth (10<sup>th</sup>) 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, 2026**; 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, 2036**.

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

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

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

**14. Campaign Contribution Disclosure.** Pursuant to NMSA 1978, § 13-1-191.1, the Contractor shall disclose all campaign contributions in excess of **Two Hundred and Fifty Dollars (\$250.00)** that have been made by the Contractor, a family member or representative of the Contractor in the past **two (2) 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.

**15. 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.

**16. Equal Employment Opportunity; Prohibition on Discrimination, Harassment, or Retaliation.** 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 or engage in harassment or retaliation against any person by reason of age, race, religion, color, sex, pregnancy, childbirth or condition related to pregnancy or childbirth, parental status, national origin, ancestry, genetic information (including family medical history), physical or mental handicap, disability, serious medical condition, veteran's status, sexual orientation, gender identity, spousal affiliation, socioeconomic status, or political affiliation. The Contractor also shall not discriminate based on the above-protected categories in the provision of its services. The Contractor also shall not retaliate against its employees for filing a complaint, participating in an investigation, or reporting such discrimination or harassment, or for being a "whistleblower," even if there are no findings. **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 as such constitutes a default of a material term of this Agreement that may result in termination of this Agreement if the Contractor should fail to cure any such default under Section 4(B) of this Agreement.**

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

**18. Records; Accounting.** The Contractor shall maintain and provide to the Court upon its request detailed records and reports of all services rendered during the term and effect of the Agreement. The records shall include information concerning the date, time, and nature of all services rendered during the term of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be of sufficient detail to support the Contractor's charges. These records shall be subject to inspection of the Court, its auditors and the New Mexico State Auditor. The Court shall have the right to audit such records, at all reasonable times, for a period of **three (3) years** from the date of final payment under this

Agreement. Payment under this Agreement shall not foreclose the right of the Court to recover any and all excessive, improper, and/or illegal payments.

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

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

**21. 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 19** of this Agreement and to terminate this Agreement for cause in accordance with **Section 4(b)**. Because Contractor is an independent contractor, the Court has no duty to procure workers' compensation insurance for the benefit of Contractor, its agents or employees, nor is the Court obligated to ensure that Contractor maintains adequate 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.

**22. 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 19** of this Agreement and to terminate this Agreement for cause in accordance with **Section 4(b)**. Because Contractor is an independent contractor, the Court has no duty to procure a bond or insurance for the benefit of Contractor, its agents or employees, nor is the Court obligated to ensure that Contractor maintains adequate insurance or bonds. Nothing contained herein shall constitute a waiver by the Court or the State of New Mexico of the limitations on liability as set forth in the Tort Claims Act, NMSA 1978, § 41-4-1 through § 41-4-27.

**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.

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

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

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

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

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

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

To the Court:

Bernalillo County Metropolitan Court  
Attention: Court Executive Officer

401 Lomas Blvd. NW  
Albuquerque, New Mexico 87102  
Phone: (505) 841-8105  
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.

**29. 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.

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

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

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

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

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

**35. Contractor's Representations.** The Contractor, by its execution of this Agreement, represents that it has read each and every clause contained in this Agreement and agrees to comply with all of its terms, covenants, and provisions, and also to comply with all applicable state and federal laws, ordinances, rules, and regulations.

**36. Providing Services to Participants with a Limited English Proficiency ("LEP") or who are Non-English Speaking ("NES") and to Participants with a Disability under the ADA.** The Contractor must take reasonable steps to provide meaningful access to the services being provided under this Agreement for Participants with a limited English proficiency ("LEP") or who are non-English speaking ("NES"), and the Contractor must provide reasonable accommodations to Participants with disabilities under the Americans with Disabilities Act of 1990 ("ADA").

**A.** The Contractor will provide services that reasonably meet the needs of LEP, NES, 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/or telecommunication devices for the hearing impaired (TTY or TDD); and

**B.** The Contractor also will provide services that reasonably accommodate the needs of Participants with disabilities under the Americans with Disabilities Act of 1990. 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>.

**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.

**APPENDIX D**

**BERNALILLO COUNTY METROPOLITAN COURT  
PROPOSED BUDGET FORM  
FOR  
ALCOHOL MONITORING AND GPS LOCATION TRACKING DEVICES  
AND RELATED SERVICES FOR SPECIALTY COURT PROGRAMS**

<b>Metropolitan Court Daily Device Fee</b>					
<b>Solicited Devices</b>	<b>Fiscal Year 2027 (July 1, 2026 to June 30, 2027)</b>	<b>Fiscal Year 2028 (July 1, 2027 to June 30, 2028)</b>	<b>Fiscal Year 2029 (July 1, 2028 to June 30, 2029)</b>	<b>Fiscal Year 2030 (July 1, 2029 to June 30, 2030)</b>	<b>Fiscal Year 2031 (July 1, 2030 to June 30, 2031)</b>
<b>Transdermal Alcohol Monitoring Device</b>					
<b>Portable Breathalyzer &amp; GPS Location Tracking</b>					
<b>GPS Location Tracking Device</b>					
<b>Total for Each Fiscal Year Column</b>					
<b>Metropolitan Court Daily Device Fee</b>					
<b>Solicited Devices</b>	<b>Fiscal Year 2032 (July 1, 2031 to June 30, 2032)</b>	<b>Fiscal Year 2033 (July 1, 2032 to June 30, 2033)</b>	<b>Fiscal Year 2034 (July 1, 2033 to June 30, 2034)</b>	<b>Fiscal Year 2035 (July 1, 2034 to June 30, 2035)</b>	<b>Fiscal Year 2036 (July 1, 2035 to June 30, 2036)</b>
<b>Transdermal Alcohol Monitoring Device</b>					
<b>Portable Breathalyzer &amp; GPS Location Tracking</b>					
<b>GPS Location Tracking Device</b>					
<b>Total for Each Fiscal Year Column</b>					
<b>Grand Total for all Ten Fiscal Years</b>					

