



First Judicial District Court  
Rio Arriba County

Request for Proposals  
#FJDC-2027-001

Substance Abuse Treatment Services  
Provided to the First Judicial District Court Adult Treatment Court  
Program in Rio Arriba County

Date of Issuance: 05/12/2026

Acknowledgement of Receipt Deadline: 05/22/2026

Response Deadline: 05/28/2026

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

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## **I. Introduction**

### **A. Purpose of this Request for Proposals**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of substance abuse treatment services provided to participants of the Rio Arriba County Adult Treatment Court Program.

### **B. Background Information**

Adult Drug Court is an intensive, court-supervised, substance-abuse treatment program that defendants can be ordered to successfully complete as a condition of their probation. The Adult Treatment Court is also an intensive, court-supervised treatment program that addresses both substance abuse and mental health issues. The programs are a minimum of nine- to twelve-months in length, and are designed to treat a participant's drug or alcohol addiction and mental health condition, and to supervise and monitor a participant's compliance with the program's requirements, including drug and alcohol testing, individual or group counseling, education, employment and community service.

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

The FJDC Adult Treatment Court program is divided into five active phases and an aftercare (Phase 6 continued) as follows: Phase 1 to equal 10 weeks; Phase 2 to equal 12 weeks; Phase 3 to equal 16 weeks; Phase 4 to equal 16 weeks, Phase 5 to equal 16 weeks and Aftercare (Phase 6 continued) up to an additional 10 weeks, as determined by the presiding Adult Treatment Court Judge, each dependent on participant progress. The program is designed in such a way so that as the participant makes progress in their substance use issues, the participant can move from a highly supervised treatment program in Phase 1, to a less intensively supervised treatment program in Phase 5.

The participant's progress and program participation is monitored on a daily and weekly basis. Completion of all weekly components is required before advancing to the next level. The participant is expected to do everything in regard to program requirements in order to advance to the next program phase. As the participant advances from one phase to the next, the time to report to the Adult Treatment Court Program diminishes incrementally.

Incentives and sanctions are imposed at the recommendation of the Adult Treatment Court Team along with the Drug Court Judge, who will make the final determination.

C. Scope of Procurement

The scope of this procurement is to establish a rate and services schedule from qualified Offerors for a period of up to four (4) years, subject to available funding, i.e., for Fiscal Year 2027 (July 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) and Fiscal Year 2030 (July 1, 2029 to June 30, 2030).

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

In the event the initial term of the Contract is only up to **one (1) year**, the Court reserves the option of extending the contract for not more than **three (3) additional years**, or any portion thereof. However, under no circumstances will any Contract, including all extensions thereof, exceed a total of **four (4) years** in duration or extend beyond **June 30, 2030**.

D. Procurement Manager

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

Robert Rubin  
Financial Specialist  
First Judicial District Court  
225 Montezuma Ave  
Santa Fe, NM 87501  
Telephone: (505) 455-8195, FAX: (505) 455-8207  
Email: 23100RFP@nmcourts.gov

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

Robert Rubin  
Financial Specialist  
First Judicial District Court  
225 Montezuma Ave  
Santa Fe, NM 87501

All electronic proposal submissions should be submitted by e-mail to:  
23100RFP@nmcourts.gov.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing or by e-mail to 23100RFP@nmcourts.gov. **Offerors may ONLY contact the Procurement Manager, or the Procurement Manager’s designee, regarding this procurement. NO other state employee has the authority to respond on behalf of the Court and should not be contacted concerning this RFP.**

E. Definitions

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

**“Aftercare”** means up to eight (8) weeks of treatment designed to facilitate ongoing recovery after completion of the fifty-two (52) weeks of the program. These additional weeks, up to eight (8) weeks, are an extension of phase 4, prior to graduation from the program.

**“Alumni”** means graduates of a Treatment Court program. Alumni can serve as mentors and support active participants. Alumni can also serve as ambassadors for the program in the community, a secondary support system for participants and resources for recovery.

**“Award”** means the final execution of a Contract.

**“Case Management Services”** means that participants will receive referrals to local support services such as housing, transportation, employment training and continuing care.

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

**“Contractor”** means the successful offeror.

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

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

**“Court”** means the First Judicial District Court (FJDC).

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

**“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.

**“Court Liaison”** means a representative knowledgeable about each participant’s treatment progress, who will be available for First Judicial District Court Adult Treatment Court staffing and hearings.

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

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

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

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

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

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

**“FJDC”** means the First Judicial District Court.

**“FJDC Adult Treatment Court Program”** means a collaborative multi-agency approach including a court supervised regime of treatment for substance dependent offenders.

**“FJDC Adult Treatment Court Team”** means representatives from a multi-agency collaborative to include: the Judge, the Court Probation Officer Leadworker, the treatment provider, a District Attorney representative, a defense attorney and Adult Probation and Parole.

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

**“IOT”** means Intensive Outpatient Therapy, a primary treatment program for people with substance use disorders or co-occurring mental and substance use disorders designed to establish psychosocial supports and relapse management and coping strategies.

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

**“MRT”** means Moral Reconciliation therapy that seeks to decrease recidivism among criminal offenders by increasing moral reasoning. It takes a cognitive-behavioral approach to influence how offenders think about moral issues and make moral judgments, especially about committing criminal offenses.

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

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

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

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

**“Program”** or **“Programs”** means the Court’s Treatment Court Program.

**“Program Participant”** or **“Participant”** means an individual who is or will be participating in the Treatment Court Program.

**“Protest Manager”** means the person authorized by the FJDC to manage or administer protest of the solicitation or award.

**“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.

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

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

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

**“State (the State)”** means the State of New Mexico.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, education institution or official of the executive, legislative or judicial branch of government of this state.

“**Treatment Provider**” means the organization responsible for providing group, individual, and family therapy in order to facilitate early and ongoing recovery.

**II. Conditions Governing the Procurement**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. Sequence of Events

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	FJDC	(5/12/2026)
2. Acknowledgement of Receipt Form	Potential Offerors	(5/22/2026)
3. Pre-Proposal Conference	FJDC	(5/22/2026)
4. Deadline to submit Written Questions	Potential Offerors	(5/26/2026)
5. Response to Written Questions	Procurement Manager	(5/28/2026)
6. Submission of Proposal	Potential Offerors	(6/9/2026)
7. Proposal Evaluation	Evaluation Committee	(6/10/2026 to 6/22/26)
8. Selection of Finalists	Evaluation Committee	(6/23/26)
9. Oral Presentation(s)	Finalist Offerors	(6/24/26)
10. Best and Final Offers	Finalist Offerors	(6/25/26)
11. Finalize Contractual Agreements	FJDC/Finalist Offerors	(6/26/26-6/30/26)
12. Contract Awards	FJDC/Finalist Offerors	(7/1/26)
13. Protest Deadline	FJDC	(7/16/26)

B. Explanation of Events

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

1. Issue of RFP

This RFP is being issued by the FJDC for the purpose of executing one contract for the FJDC Competency Diversion Pilot Program. This RFP schedule is pursuant to

the dates listed in the Sequence of Events Section. (see Section II, Paragraph A). Additional copies of the RFP can be obtained by the Procurement Manager or viewed on the New Mexico Courts Website ([www.nmcourts.gov](http://www.nmcourts.gov)).

2. Acknowledgement of Receipt

Potential offerors should email the “Acknowledgement of Receipt of Request for Proposals Form” (See Attachment A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by 05/22/2026, 3:00 PM MOUNTAIN TIME on the date indicated in the Sequence of Events Section. (see Section II, Paragraph A). Acknowledgement form should be submitted to the following email: [23100RFP@nmcourts.gov](mailto:23100RFP@nmcourts.gov) labeled as “Acknowledgement of Receipt RFP.” The procurement Distribution List shall be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror’s organization name shall not appear on the Distribution List.

3. Deadline to Submit Written Questions

Potential offerors may submit questions as to the intent or clarity of this RFP until 05/26/2026, 3:00 PM MOUNTAIN TIME on the date indicated in the Sequence of Events Section. (See Section II, Paragraph A). All written questions must be addressed to the Procurement Manager (see Section I, Paragraph C). Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document that form the basis of the question. Questions to be sent via e-mail [23100RFP@nmcourts.gov](mailto:23100RFP@nmcourts.gov).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on the date indicated in the Sequence of Events Section (see Section II, Paragraph A) to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form (See Attachment A) shall accompany the distribution package. The form should be signed by the offeror’s representative, dated, and e-mailed by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the offeror’s organization name shall be deleted from the procurement distribution list. Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN 3:00 PM MOUNTAIN TIME on the date indicated in the Sequence of Events**

Section. (See Section II, Paragraph A). Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the email address listed in Section I, Paragraph C. Proposals must be sealed and labeled on the outside of the package so as to clearly indicate that they are in response to Treatment Services for the FJDC Program Request for Proposals. Any proposals or portions of proposals submitted by facsimile or e-mail will not be accepted. A public log will be kept of the names of all offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors during the negotiation process. The negotiation process is deemed to be in effect until the contracts are awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contracts resulting from the procurement has been obtained.

#### 6. Campaign Contribution Disclosure

Potential offerors must submit with their response to proposal, on the date indicated in the Sequence of Events Section (see Section II, Paragraph A), the “Campaign Contribution Disclosure Form” that accompanies this document (See Attachment B) with their proposal by 06/09/2026. Pursuant to NMSA 1978, 13-1-191.1 (2006), any person 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 (Attachment B) 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 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.

#### 7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the FJDC. This process will take place on the dates indicated in the Sequence of Events Section. (See Section II, Paragraph A). During this time, the Procurement Manager may, at his option, initiate discussions with the offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussions. Discussions SHALL NOT be initiated by the offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalists offerors on the date indicated in the Sequence of Events Section. (see Section II, Paragraph A). Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers from Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in the Sequence of Events Section. (See Section II, Paragraph A).

10. Oral Presentations

Finalist offeror(s) may be asked to conduct an oral presentation at a time and location to be determined per the schedule in Section II, Paragraph A, Sequence of events. Whether or not oral presentations will be held is at the discretion of the evaluation committee and the agency Procurement Manager.

11. Finalize Contractual Agreements

The contracts will be finalized with the most advantageous offeror on the date indicated in the Sequence of Events Section. (See Section II, Paragraph A). In the event that mutually agreeable terms cannot be reached within the time specified, the agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract Award

The contracts shall be awarded to the offeror or offerors whose proposal is most advantageous to the State of New Mexico and the FJDC, taking into consideration the evaluation factors set forth in the RFP, by the date indicated in the Sequence of Events Section (see Section II Paragraph A). The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. Protests of the solicitation or award must be delivered by e-mail to the Protest Manager. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end at 3:00 PM MOUNTAIN TIME on the date indicated in the Sequence of Events Section (07/16/2026). (See Section II, Paragraph A). Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate

supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the protest manager indicated in Section I, paragraph C.

14. General Requirements

This procurement will be conducted with FJDC's guidelines governing procurement.

15. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the conditions governing the procurement section in the letter of transmittal.

16. Incurring Costs

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

17. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract by the FJDC. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used. The FJDC will make contract payments to only the prime contractor.

18. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The contractor/offeror shall not subcontract any portion of the services to be performed under either contract which this RFP covers without the written approval of the FJDC. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.

19. Amended Proposals

An offeror may submit an amended proposal consistent with the submission requirement contained in this RFP, and shall not be submitted via e-mail, before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The FJDC personnel will not merge, collate, or assemble proposal materials.

20. Offers Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal

request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

21. Proposal

Responses to this RFP will be considered until the date indicated in the Sequence of Events Section. (See Section II, Paragraph A).

22. Disclosure of Proposal Contents

The proposals will be kept confidential during the evaluation process and until a contract is awarded. At that time, all proposals and document pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

An applicant may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3-A-7, NMSA 1978.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data. All proposals received by the First Judicial District Court on or before the submission deadline shall become the property of that office and shall not be returned to the offeror. The First Judicial District Court shall have the right to use any or all ideas contained in the proposal. Acceptance or rejection of a proposal shall not affect this right.

23. No Obligation

This procurement in no manner obligates the FJDC or any of its departments or agencies to the service offered until a valid written contract is awarded and approved by appropriate responsible authorities of the FJDC, the Courts, and of the offeror.

24. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the FJDC determines such action to be in the best interest of the FJDC and the State of New Mexico.

25. Sufficient Appropriation

Any contracts 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 FJDC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

26. Legal Review

The FJDC requires that all offerors agree to be bound by the General Requirements contained in the RFP. Any offeror concerns must be promptly submitted in writing to the attention of the Procurement Manager.

27. Governing Law

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

28. Basis for Proposal

Only information supplied by the FJDC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

29. Contractual Terms and Conditions

The contracts between the FJDC and the contractor or contractors will follow the format specified by the FJDC and contain the terms and conditions set forth in the sample contracts (Attachment C). However, the FJDC reserves the right to negotiate provisions with a successful offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offerors proposal will be incorporated into the contract.

The FJDC discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract (Attachment C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the FJDC (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an offeror object to any of the FJDC's terms and conditions, as contained in this Section or in Attachment C, that offeror must propose specific alternative language. The FJDC may or may not accept the alternative language. General

references to the offeror's terms and conditions or attempts at complete substitutions of the Sample Contracts are not acceptable to the FJDC and will result in disqualification of the offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an offeror fails to propose any alternate terms and conditions during the procurement Process (the RFP process prior to selection as successful offeror), no proposed alternate terms and conditions will be considered during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful offeror) is an explicit agreement by the offeror that the contractual terms and conditions herein are accepted by the offeror. All contracts for professional services are subject to the review and approval by the FJDC.

#### 30. Offerors Terms and Conditions

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

#### 31. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful offeror), will be discussed only between the FJDC and the selected offerors and will not be deemed an opportunity to amend the offeror's proposal.

#### 32. Offeror Qualifications

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

#### 33. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposal failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the evaluation committee.

#### 34. Change in Contractor Representatives

The FJDC reserves the right to require a change in contractor representatives if the

assigned representatives are not, in the opinion of the FJDC, adequately meeting the needs of the FJDC.

35. Notice of Criminal Penalties

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

36. FJDC Rights

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

37. Right to Publish

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

38. Ownership of Proposals

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

39. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from RFP 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 FJDC.

The contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the FJDC's written permission.

40. Electronic mail address required

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

41. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. The offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offerors possession and

the version maintained by the FJDC, the offeror acknowledges that the version maintained by the FJDC shall govern.

42. Disclosure Regarding Responsibility

a) Any prospective contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the contractor, or any principal of the contractor's company:

(1) Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

(2) Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

(a) The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

(b) Violation of Federal or state antitrust statutes related to the submission of offers; or

(c) The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

(3) Is presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

(4) Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:

(a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(c) Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

c) The contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

f) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for a or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing officer may suspend or debar the Contractor form eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

43. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Naïve American Resident Veteran Preference with its proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

### **III. Response Format and Organization**

A. Number of Responses

Offerors shall submit only one proposal in response to this RFP.

B. Number of Copies

Offeror shall submit original proposal on or before the closing date and time for receipt of proposals.

C. Proposal Format

The original proposal must be submitted to:

Robert Rubin  
Financial Specialist  
First Judicial District Court  
225 Montezuma Ave  
Santa Fe, NM 87501  
Telephone: (505) 455-8203, FAX: (505) 455-8207  
Email: [23100RFP@nmcourts.gov](mailto:23100RFP@nmcourts.gov)

**The RFP packet must be received no later than 3:00 p.m.** on the date indicated in the Sequence of Events Section. (See Section III, Paragraph A). The First Judicial District Court will log and date and time-stamp every proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location. Requests for extensions of this deadline shall not be granted. **Proposals received after the above date and time** will not be accepted and will be returned to the applicant.

IV. **Specifications**

This section contains relevant information concerning the task to be performed by the contractor. Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

A. Detailed Scope of Work

1. First Judicial District Court Adult Treatment Court Program:

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

All practitioners/counselors/therapists utilized by offeror must meet the requirements set forth by the Regulation & Licensing Division of the State of New Mexico in Chapter 61 Professional and Occupational Licenses, NMSA 1978 and

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

The mission of the FJDC Adult Treatment Court Program is to stop the abuse of alcohol and other drugs by providing comprehensive and individualized treatment to adults and promote the development of a drug and alcohol-free lifestyle by building pro-social and supportive relations with family, peers and community.

The Treatment Court Program will provide treatment, support and assistance to program participants by identifying short term goals and implementing a restructured family system and enhance public safety by assisting offenders to adopt a productive and law-abiding lifestyle. The program will also provide a diversion to adult offenders from further entry in the criminal justice system and will create an alternative program for offenders that do not require institutional security. The monitoring and supervision of adult offenders will reduce the financial cost of managing offenders in penal institutions.

The program is a twelve-month, court-supervised treatment program. Drug Court participants must comply with each phase of the program before advancing to the next level and eventually graduation.

## 2. Participant Requirements

The following section is informative only so that offerors may comprehend the various tasks formal required of participants. These requirements are subject to change:

- a) Phase I (10 weeks):
  - Minimum of one weekly Moral Reconciliation Therapy (MRT) (or equivalent manualized treatment program upon written approval of the FJDC) session depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
  - Minimum of one weekly group drug therapy session depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.

- Minimum of one weekly individual therapy session with a counselor depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Minimum of 3 weekly contacts with Drug Court Office  
Weekly Drug Court appearances
- Minimum 3 weekly 12-step meetings
- GED/College Courses enrollment/Employment
- Community service

b) Phase II (12 weeks):

- Minimum of one weekly group drug therapy session depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Minimum of one weekly Moral Reconciliation Therapy (MRT) (or equivalent manualized treatment program upon written approval of the FJDC) session depending on treatment provider assessment and therapy required by the client; treatment services pursuant to the needs of each individual client.
- Minimum of one weekly individual therapy session with a counselor depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Minimum of 2 weekly contacts with Drug Court Office
- Bi-weekly Drug Court appearances
- Minimum 2 weekly 12-step meetings depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Weekly sponsor meetings
- Continued GED/College Courses enrollment/Employment

c) Phase III (16 weeks):

- Minimum of one weekly group drug therapy session depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Minimum of one weekly Moral Reconciliation Therapy (MRT) (or equivalent manualized treatment program upon written approval of the FJDC) session depending on treatment provider

assessment and therapy required by the client; treatment services pursuant to the needs of each individual client.

- Minimum of one weekly individual therapy session with a counselor depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Minimum of 2 weekly contacts with Drug Court Office
- Tri-weekly Drug Court appearances
- Minimum 2 weekly 12- step meetings depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Continued GED/College Courses enrollment/Employment
- Relapse Prevention Plan
- Program Mentor

d) 4. Phase IV (16 weeks):

- Weekly group counseling as required by treatment provider assessment and therapy required by the client; treatment services pursuant to the needs of each individual client.
- Individual therapy session with a counselor as required depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Weekly contact with Drug Court Office
- Monthly Drug Court appearance
- Weekly 12-step meetings depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Weekly 12-step sponsor meeting or as directed

e) Phase V (16 weeks):

- Weekly group counseling as required by treatment provider assessment and therapy required by the client; treatment services pursuant to the needs of each individual client.
- Individual therapy session with a counselor as required depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Weekly contact with Drug Court Office
- Monthly Drug Court appearance

- Weekly 12-step meetings depending on treatment provider assessment and therapy required by the client, treatment services pursuant to the needs of each individual client.
- Weekly 12-step sponsor meeting or as directed

3. Services to be provided

The FJDC Adult Treatment Court Program services shall include the following services to be provided initially to approximately 15 offenders:

The Contractor shall be Medicaid certified and shall determine if all current and incoming participants are on Medicaid. The Contractor shall ensure that every participant who is Medicaid eligible applies for services. Should a participant be on Medicaid, the Contractor shall bill Medicaid first and then the FJDC. The Contractor shall make every effort to be reimbursed by Medicaid before billing the FJDC. The Contractor will provide all information regarding its billing of Medicaid to the FJDC on a monthly basis.

- a) Screening & Assessment – Adult Substance Abuse and Subtle Screening Inventory (SASSI) on all incoming participants, **copies shall be forwarded to the FJDC.**

Screening and assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL up to and including IOP. Persons with co-occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in drug court shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g., from family members and Court Probation Officer Leadworker. To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible and no later than seven (7) days from the date of referral. **Per the Medicaid Fee Schedule.**

- b) Individual Treatment Plan – An individual treatment plan will be prepared within 7 and no later than 10 days of acceptance into the Rio Arriba County Adult Treatment Court Program by a licensed/certified practitioner for each program participant to be reviewed and approved by the presiding drug court judge. **Per the Medicaid Fee Schedule.**

c) Individual Therapy – Individual Therapy will be provided for each participant by a licensed/certified practitioner as desired or as determined by the individual treatment plan up to and including IOP. Contractor agrees to provide individual therapy on a weekly basis. Licensed/certified adult therapists; therapy as need, or as recommended by therapists, or as ordered by the presiding judge. **Attendance and progress reported to the FJDC. Per the Medicaid Fee Schedule.**

d) Group counseling – Licensed/certified adult therapist, capable of facilitating one weekly group session oriented towards substance abuse/dependence and behavioral development. **Attendance and progress reported to the FJDC.** Group counseling will be provided for each participant by a licensed/certified practitioner as required per ongoing evaluation, assessment and program progress. Contractor agrees to provide gender-specific groups on a weekly basis. **Per the Medicaid Fee Schedule.**

e) Family Intervention Services – Family intervention services will be provided by a licensed/certified practitioner as needed. **Attendance and progress reported to the FJDC.**

f) Adult Moral Reconciliation Therapy (MRT) – Licensed/certified therapists trained in the MRT treatment model, capable of facilitating at least one (1) MRT session each week of active treatment court programming. **Attendance and progress reported to the FJDC.** (See footnote at the end of this section). **Per Medicaid Fee Schedule.** (Or equivalent manualized treatment program upon written approval of the FJDC).

g) Court liaison Services – The contractor’s representative knowledgeable about each participant’s treatment progress will be available for each Adult Treatment Court staffing meeting and hearing.

It is the view of the FJDC that therapy is a collaborative effort between the Court and the contractor, therefore, a representative from the treatment agency knowledgeable about each participant’s treatment progress, must be available for each weekly staffing as part of the contract awarded and at no extra cost to the FJDC.

- h) Case Management – The contractor will refer the participants to local support services such as, but not limited to: housing, transportation, child care services, employment training, and continuing care as needed per individual client.
- i) Aftercare group Sessions – The contractor will provide aftercare services as need and in accordance with the FJDC Adult Treatment Court policy. **Per Medicaid Fee Schedule.**

Offerors may propose additional service components beyond those required and are encouraged to include any additional services to enhance their proposals. Offerors shall clearly indicate any additional services included in their proposals.

Footnote: Adult Moral Reconciliation Therapy (MRT) is a treatment modality successfully adopted nationally by various drug court programs. There are limited resources in the training and certification of this model. The First Judicial District Court will allow a sufficient amount of time for the selected CONTRACTOR to arrange for training and become certified. However, the First Judicial District Court will not reimburse the selected CONTRACTOR for any costs incurred for this certification.

B. Mandatory Specifications

1. Facilities

Provide a description of available facilities for individual, group or other treatment services, security of offices, computers and equipment. Also, provide a map of area describing location of facility in relation to public transportation.

2. Offeror Experience

The offeror, and an individual providing services under terms herein, including but not limited to staff, contractors, subcontractors, associates, lead professionals, therapists, counselors must be qualified and adequately trained and meet all State and Federal licensure requirements to provide the unique treatment required by treatment court participants. The licensed/certified practitioner must meet the requirement set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-G-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling. The offeror shall at a minimum, be Licensed Substance Abuse Associates (LSAAs) under the laws of New Mexico. It is understood that an LSAA must be under the supervision of a Licensed Alcohol and Drug Abuse Counselor (LADAC). The offeror shall be experienced in working with adults and/or the judicial system.

The offeror must submit a statement of relevant experience, including experience and professional qualifications of lead professional(s) and subcontractors. The

documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to screening and assessment, individual therapy, group therapy, and development of individual treatment plans. The offeror must provide the National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be provided for all staff that will be providing services.

3. Cost

Offeror must propose one firm, fixed, fully loaded hourly rate per service category below for contractor, or its employees or subcontractors. This cost breakdown shall be included in the proposal. The firm, fixed, fully loaded hourly rate will include travel to and from the offsite workplace to the on-site workplace. The proposed fully loaded hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor, personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice. This rate shall be calculated for a total of up to 15 participants for the Adult Treatment Court at a time.

It is required that the offeror have the ability to bill Medicaid and/or private insurance and that rates for uninsured clients would be pursuant to the Medicaid rate. Please include the following service categories to provide an hourly rate per service: as follows:

SERVICE	AMOUNT/TOTAL COST
Screening & Assessment	\$
Individualized Service/Treatment Plan	\$
Individual Therapy	\$
Group Therapy/Counseling	\$
Outpatient and/or Intensive Outpatient Treatment Therapy	\$
Other Evidence Based Treatment Therapy (describe)	\$
Aftercare Group Sessions	\$
Anger Management	\$
Family Counseling	\$
Trauma Counseling	\$
Parenting Classes (if provided, otherwise can be referred to)	\$
Medicated Assisted Treatment (MAT), (if provided, not necessarily included in the contract)	\$
Administrative Services (a monthly flat fee is preferred)	\$

**NOTE:** Other counseling or services as needed, outside of the program requirements, such as but not limited to: anger management, family counseling, trauma counseling, parenting classes, etc., may only be provided and the FJDC billed after approval of the Presiding Treatment Court Judge. Any additional services to be provided or case management services needed shall be on a case-by-case basis.

4. Liability Insurance

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

C. Additional Specifications

Answer ALL questions and follow numbering format in response.

1. Provide the National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services. If these are not readily available, please provide timeline detailing when they will be available for billing to Medicaid.
2. What is the program's philosophy of treatment?
3. What criteria are used to determine appropriate levels of care?
4. What levels of care does the program provide?
5. What are the major differences in the levels of care provided?
6. What are the key elements of the program's design?
7. Does the program design utilize evidence-based treatments? If so, please describe.
8. How does the program address cultural-specific needs of the client population?
9. Does the program use manualized treatment curricula? If so, which curricula are used?
10. What experience does the program have in providing services to justice-involved populations?
11. Does the program have a formal fiscal management and accounting procedure in place? If so, please describe.
12. Please describe how Medicaid and private insurance billing will be documented.

13. What processes are in place to assist the uninsured in accessing insurance coverage, through either Medicaid or federal/state/private insurance exchanges?
14. What attempts have been made to ensure cultural competency among the program's staff?
15. Does the program assess individuals in a manner to ensure medical necessity in conformance with Medicaid protocols?
16. Are the treatment modalities offered in conformity with the state Medicaid plan?
17. Are services time driven or based on clinical and medical need?
18. Does the program support medication assisted treatment (MAT) approaches to recovery?
19. Does the program have a MAT prescribing physician/nurse practitioner on staff? If so, what specialized training or certification has been received?
20. Does the program have established relationships with MAT prescribing physicians in the community?

D. Contractor Requirements

This section contains information concerning the tasks to be performed by the contractor.

Offerors shall respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly. (See section VI of this RFP).

1. Term

The contract term will be one (1)-year. The FJDC reserves the option of renewing the initial contract on an annual basis. Adhering to Section 13-1-150, NMSA 1978. All extensions must be granted in writing within 180 days from contract termination date, and with final approval of the First Judicial district Court. The contracts will be subject to sufficient budget appropriations and can be terminated by FJDC immediately. Termination does not negate any incurred obligations up to the date of termination.

2. Financial Requirements

- a) Detailed Budget: The offeror is required to provide a per unit cost breakdown of each required treatment component.

- b) **Accounting System:** The selected offeror will be required to maintain all records, including source documentation, relating to programming as evidence of costs; incurred; it is the responsibility of the contractor to ensure that an accounting system is in existence which conforms to generally accepted accounting principles; procedures must be established and supporting documentation maintained to substantiate costs.
- c) **Reporting and Reimbursement:** Detailed unit costs reimbursement requests are due monthly. The requests must reflect actual number of units of service provided. The contractor will be required to maintain monthly budget reports which reflect actual service units provided per offender and must be available to the FJDC upon request.
- d) **Medicaid Requirements:** The selected offeror must agree to assist all uninsured participants in obtaining health care coverage through enrollment in state and/or federal insurance programs such as Medicaid or Medicare and in maintaining enrollment in said programs. The selected offeror must agree to bill Medicaid, Medicare or other insurance promptly for all services eligible for payment by Medicaid, Medicare or other insurance, if reasonably able and certified to do so. The selected offeror must agree not to bill the First Judicial District Court for any service that is otherwise covered by insurance.

## **V. Response Format and Organization**

### **A. Proposal Format**

All proposals must be e-mailed and organized with pages delineating each section.

#### **1. Proposal Organization**

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications
- e) Response to Mandatory Specifications
- f) Response to Additional Specifications
- g) Budget Cost and Breakdown
- h) Suspension and Debarment Form

- i) Campaign Contribution Form
- j) Response to FJDC Terms and Conditions for FJDC Treatment Court Contract
- k) Offerors Additional Terms and Conditions
- l) Updated Resume with all applicable diplomas, certification(s), certificate(s) of completion, licensure(s), business licenses of staff member.
- m) Professional and personal references
- n) Proof of insurability as required herein
- o) New Mexico Resident Preferences (if applicable)
- p) Other supporting material (If applicable)

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

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

## 2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal (See Attachment D). The letter of transmittal MUST:

- a) Identify the RFP (For Substance Abuse Treatment Services Provided to the First Judicial District Court Adult Treatment Court Program in Rio Arriba);
- b) Identify the submitting firm/offeror, including address, phone number, fax, e-mail (if applicable) and website;
- c) Indicate the date of the proposal and the deadline for submission;
- d) Identify the name and title of the person authorized by the firm/offeror to contractually obligate the firm/offeror;
- e) Identify the name, title, email and telephone number of the person authorized to negotiate the contract on behalf of the firm/offeror;

- f) Identify the names, titles, emails, and telephone numbers of the persons to be contacted for clarification;
- g) **Explicitly** indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraphs C.1- C.30;
- h) **Explicitly** indicate acceptance of Section VI of this RFP;
- i) **Explicitly** indicate acceptance of all requirements of the RFP including a statement that the offeror agrees to provide all services and adhere to all requirements, specifications, terms and provisions set forth in this request for proposal;
- j) Include the federal tax number and New Mexico Gross Receipts Tax number, if applicable;
- k) Be signed by the person authorized to contractually obligate the firm/offeror;
- l) Acknowledge receipt of any and all amendments to this RFP.

3. Proposal Form

- a) Actual Proposal
- b) Total Cost and Certification (attached to Proposal) (Attachment E)

Any proposal that does not adhere to this format and does not address each specification and requirement within the entire RFP may be deemed non-responsive and rejected on that basis.

All material submitted in response to this RFP becomes the property of the State of New Mexico and the First Judicial District Court. Each offeror, by making a proposal, represents that the offeror has read and understands all the proposal requirements and the proposal thereby submitted.

4. Oral Presentations

Oral presentations will be scheduled on the dates indicated in the Sequence of Events Section (see Section III, Paragraph A) to further distinguish finalists, if necessary. Offerors will be required to present their proposals to the selection committee. Each presentation will be limited to 45 minutes in duration. The oral presentation itself will be allocated 15 minutes with the remaining 30 minutes to address questions from the committee.

5. Evaluation of Proposals

A representative of the First Judicial District Court will open the proposals immediately after the deadline and will record them in the proposal log. The representative will perform a preliminary review of the proposals to determine compliance with the mandatory requirements and the RFP. Representatives of the

First Judicial District Court will review proposals and evaluate each accordingly to the evaluation criteria.

All proposals submitted to FJDC will be evaluated according to an established set of weighted evaluation factors. A proposal review team shall evaluate each proposal using the following weighted criteria. It is important that the proposal address each item in sufficient detail to provide the best possible evaluation. The FJDC may contract with one vendor or with multiple vendors.

The proposal evaluation criteria will be based on a total of one-hundred (100) points.

The following areas will be rated against the total points as indicated:

- a) Evaluation Point Table: Summary evaluation factors with point value assigned to each factor.

<b>Factor</b>	<b>Score</b>
Proposal describes in detail how the offeror will complete and meet each of the mandatory service components.	_____/20
The proposal includes comprehensive information about any expertise the offeror has as it relates to the criteria required.	_____/20
The proposed program staff have demonstrated experience with regard to the criteria listed in the proposal narrative section of the RFP and have experience in the mandatory service components.	_____/20
The proposal meets and describes in detail services and meets proposal format as listed in proposal organization.	_____/20
Proposal includes estimate costs per RFP requirements.	_____/20
<b>Total</b>	_____/100

b) Notification of Selection or Rejection

The First Judicial District Court will e-mail or mail an award letter to the successful offeror and will send regret notifications to unsuccessful offerors by close of business on the award date indicated in the Sequence of Events Section. (See Section II, Paragraph A).

**ATTACHMENT A**  
**Acknowledgement of Receipt Form**

REQUEST FOR PROPOSALS

Substance Abuse Treatment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy of the RFP for Substance Abuse Treatment Services Provided to the First Judicial District Court Adult Treatment Court Program in Rio Arriba County, beginning with the title page and table of contents and ending with Attachment E.

This acknowledgment of receipt should be signed and returned to the RFP Manager no later than 3:00 PM on 05/22/2026. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the FJDC's written responses to those questions, as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT B**  
**Campaign Contribution Disclosure Form**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if:

- 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or
- 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Name(s) of Applicable Public Official(s) if any:

\_\_\_\_\_ (Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**OR**

-

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**ATTACHMENT C**  
**Sample Contract**

FJDC Adult Treatment Court Program



CONTRACT NO. \_\_\_\_\_

## STATE OF NEW MEXICO

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of July, 2026, by and between the **First Judicial District Court** and \_\_\_\_\_, hereinafter referred to as **CONTRACTOR**.

ADDRESS OF CONTRACTOR:

**It is agreed as follows:**

**Scope of Work.** The **CONTRACTOR** agrees to provide the following for up to approximately 15 Adult Treatment Court clients.

- B. **Screening and assessment:** **CONTRACTOR** will conduct a comprehensive Substance Abuse Disorder assessment on all incoming participants using the DSM-5 criteria, with copies forwarded to the First Judicial District Court Drug Court. Per Medicaid Fee Schedule.
- C. **Individual Treatment Plan:** Prepared by licensed/certified practitioners for each program participant, up to and including IOP, reviewed and approved by the presiding drug court judge, with copies forwarded to the First Judicial District Court Treatment Court within 5 to 7 business days of participant's acceptance into the program. Per Medicaid Fee Schedule.
- D. **Individual therapy:** Licensed/certified practitioners at a minimum of once a week for 60 minutes and/or as desired and/or as determined by the individual treatment plan as approved by the First Judicial District Court Treatment Court. Attendance and progress reported to the First Judicial District Court Treatment Court within 2 business days. All cancellations with prior approval of the First Judicial District Court Treatment Court. Per Medicaid Fee Schedule.

- E. **Intensive Outpatient (IOP):** The CONTRACTOR agrees to work towards being able to provide each participant an appropriately licensed/certified practitioner on a weekly basis according to the assessed needs of the client and according to recognized best practice. IOP programs must be based on research and evidence-based interventions approved by the FJDC, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated. Attendance and progress reported to the First Judicial District Court Treatment Court. Per Medicaid Fee Schedule.
- F. **Group counseling:** Licensed/certified practitioners at a minimum of once a week for 60 minutes or as determined by the individual treatment plan as approved by the First Judicial District Court Drug Court; including an Aftercare group once participants have reached Phase IV. Attendance and progress reported to the First Judicial District Court Drug Court within 2 business days. All cancellations with prior approval of the First Judicial District Court Drug Court.
- G. **Individual Safety Plan:** Prepared by licensed/certified practitioners for each program participant, up to and including IOP, to be updated every ninety (90) days or sooner if clinically relevant, and to be reviewed by the presiding Treatment Court Judge, with the understanding of the treatment provider role of the CONTRACTOR and the final arbiter role of the presiding Treatment Court Judge, **with copies forwarded to the First Judicial District Court Drug Court. Per Medicaid Fee Schedule.**
- H. **Moral Reconciliation Therapy or Equivalent:** Licensed/Certified practitioner; sessions as directed by each individual client's treatment plan for duration of the program. CONTRACTOR and FJDC will examine the feasibility of continuing MRT or collaborate on a suitable equivalent. Therapist will report weekly progress to Drug Court Staff and Drug Court Judge. CONTRACTOR will work towards building an equivalent evidenced based program with a goal of beginning in fiscal year 27, July 2026. **Per Medicaid Fee Schedule.**
1. The CONTRACTOR acknowledges and assumes responsibility for all training costs in this treatment model and will not be reimbursed by the First Judicial District Court.

- I. Family Intervention Sessions:** Licensed/certified practitioner as clinically needed or as directed. First Judicial District Court acknowledges that these services may be provided by the CONTRACTOR, as directed by the individual treatment plan and to be reviewed by the FJDC and the presiding drug court Judge, with the understanding of the treatment provider role of the CONTRACTOR and the final arbiter role of the presiding drug court Judge. **Attendance and progress reported to the First Judicial District Court Drug Court. Per Medicaid Fee Schedule.**
- J. Court Liaison:** A CONTRACTOR'S representative knowledgeable about each participant's treatment progress will be available for each Treatment Court staffing and hearing.
- K. Aftercare defined by FJDC:**
1. weekly group counseling or as required by the individual's treatment plan
  2. not all program graduates will be mandated to continue with aftercare
- L. Drug screening:** Trained personnel, male and female observers/collectors, acceptable to First Judicial District Court; Contractor will provide a minimum of one ETG lab test weekly to all participants. The Color Calendar to be provided by the First Judicial District Court Treatment Court; the CONTRACTOR maintains the color line on a daily basis.
1. On-site, instant testing; minimum six (6) profile drug screening to include: THC, cocaine, opiates, amphetamines, benzodiazepines and oxycodone; to include alcohol breath analyzer; also, to include testing for temperature. The CONTRACTOR agrees to utilize designated sterile UA cups.
  2. The CONTRACTOR assumes responsibility for the observation and collection of all specimens with immediate reporting of all results to the First Judicial District Court Drug Court program coordinator.
  3. Discussions of the results of drug or alcohol screening will be conducted by the First Judicial District Court Drug Court staff only. CONTRACTOR is prohibited from engaging in any conversation, dispute or debate with participants, including any discussion regarding screening schedules, potential sanctions or consequences.
- M.** The First Judicial District Court acknowledges that the following services will be provided by the CONTRACTOR at no additional cost to First Judicial District Court.
1. Life Skills Development
  2. Individual Treatment Plans

- N. **Court Liaison / Consultation / Documentation:** A CONTRACTOR'S representative knowledgeable about each participant's treatment status and progress will be available for each Drug Court staffing and hearing. The CONTRACTOR agrees to provide ongoing case consultation with members of the Adult Drug Court team and/or staff. The CONTRACTOR agrees to provide any necessary documentation, including written assessments and attendance and progress reports, to the First District Court.
- O. **Satellite Office:** The CONTRACTOR agrees to provide limited office space, telephone and other office equipment to the First Judicial District Court Drug Court program coordinator as needed.
- P. **Case Management Services:** The CONTRACTOR agrees to work towards being able to provide case management services for all clients to include referrals to local support services such as housing, transportation, child care services, employment training and continuing care.
- Q. The CONTRACTOR agrees to consult with the Drug Court Judge prior to deviating from any service listed above or immediately when a deviation becomes known; or prior to providing any service not previously addressed within the Scope of Work.
- R. The CONTRACTOR may provide any additional services it wishes to enhance the treatment program and for the benefit of the program participants at no extra cost to the First Judicial District Court. Any services not clinically required, such as but not limited to, alternative healing approaches/services that are billed additionally shall be approved by the FJDC.
- S. The CONTRACTOR agrees to regular examination and review of all program participant case files by the First Judicial District Court program manager, including regular inspection of treatment site.
- T. The CONTRACTOR agrees to assist all uninsured clients in obtaining insurance coverage through enrollment in state and/or federal insurance programs such as Medicaid or Medicare or other reasonably available private and public insurers and in maintaining enrollment in said programs.
- U. The CONTRACTOR agrees to bill Medicaid, Medicare or other insurance promptly for all services eligible for payment by Medicaid, Medicare or other insurance, if certified and able to do so.

V. The CONTRACTOR agrees **NOT** to bill the First Judicial District Court for any service considered herein as a "medical service" unless evidence is provided to show that (1) the uninsured participant was denied insurance coverage by all reasonably available insurers, including Medicaid and Medicare or (2) the insured participant's coverage denied payment for the service for a reason other than a failure or omission of the CONTRACTOR, as indicated in an Explanation of Benefits or other document.

W. The CONTRACTOR and the FJDC agree to abide by all HIPAA and 42 CFR confidentiality, State and Federal laws and obtain the required waivers and consent to release information in the performance of this contract.

## **VI. Compensation**

A. The First Judicial District Court shall compensate CONTRACTOR for services rendered not to exceed \$60,000.00 in the initial contract period, or \$5,000.00 per month, to include necessary administrative costs. For any one year extensions, the First Judicial District Court shall compensate CONTRACTOR for services rendered not to exceed \$60,000 per one year, or \$5,000.00 per month, to include necessary administrative costs.

1. Court Liaison / Consultation / Documentation
2. Case Management Services
3. Satellite Office
4. Vouchers for Incentives
5. Random Drug Testing to include the weekends
6. Job Skills Development

B. Travel will not be reimbursed.

C. Payment shall be made upon receipt of a detailed statement of services rendered on a monthly basis.

D. The CONTRACTOR shall be responsible for payment of any New Mexico gross receipts taxes levied on the amount paid to CONTRACTOR pursuant to this agreement.

E. Any service considered herein as a "medical service" will be rejected for payment absent the submission of evidence of denial of insurance eligibility for the participant or denial of coverage by the insurers.

- VII. Term.** The initial contract shall begin on or about July, 2026 through June, 2027 and may be extended additional years contingent upon satisfactory contract compliance by the contractor as determined by the Court and upon sufficient funding. The scope of this procurement includes professional services only. The FJDC reserves the option of renewing the initial contract on an annual basis. Adhering to Section 13-1-150, NMSA 1978. All extensions must be granted in writing within 180 days from the contract's termination date, and with final approval of the First Judicial District Court. The contract will be subject to sufficient budget appropriations and can be terminated by this agency immediately. Termination does not negate any incurred obligations up to the date of termination.
- VIII. Termination.** This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least five days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
- IX. Status of Contractor.** The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the FJDC and are not employees of the State of New Mexico. The CONTRACTOR and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this AGREEMENT. The CONTRACTOR acknowledges that all sums received hereunder are reportable by the CONTRACTOR for tax purposes, including without limitation, self-employment and business income tax. The CONTRACTOR agrees not to purport to bind the FJDC unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

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

- X. Appropriations.** The terms of this Agreement are contingent upon sufficient authorization or appropriations having been made by the Legislature of New Mexico for performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice given by the Court to the CONTRACTOR. The Court's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

- XI. Assignment.** The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the First Judicial District Court.
- XII. Subcontracting.** The CONTRACTOR shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the First Judicial District Court.
- XIII. Records and Audit.** The CONTRACTOR shall maintain detailed time records that indicate the date, time, and nature of services rendered and hours worked. These records shall be provided by the CONTRACTOR for inspection by the First Judicial District Court and the State Auditor upon written request of the First Judicial District Court. The First Judicial District Court has the right to audit billings both before and after payment. Payment under this Agreement is not a waiver of the right of the First Judicial District Court to recover excessive or illegal payments.
- XIV. Final Payment.** Since all payments under this Agreement shall be monthly, FJDC shall be entitled to withhold the final payment due hereunder, pending final approval by FJDC of the services rendered.
- XV. Release and Agency.** Upon final payment of the amount due under this Agreement, the CONTRACTOR releases the First Judicial District Court, its employees, and the State of New Mexico from all liability, claims, and obligations arising under this Agreement that were reasonably discoverable prior to final payment. The CONTRACTOR agrees not to purport to bind the State of New Mexico to any obligations not assumed in this Agreement by the State of New Mexico, unless the CONTRACTOR has express authority to do so, and then only within the strict limits of that authority.
- XVI. Confidentiality.** Any information given 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 entity by the CONTRACTOR without the prior written approval of the First Judicial District Court.
- XVII. Product of Services. Copyright.** All materials developed or acquired by the CONTRACTOR under this Agreement shall become the property of the State of New Mexico, and shall be delivered to the First Judicial District Court no later than the termination date of this Agreement. Nothing produced, 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.

- XVIII. Conflict of Interest.** The CONTRACTOR warrants that CONTRACTOR presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The CONTRACTOR shall comply with all statutory provisions that require disclosure to the Secretary of State of amounts received under state contracts when and if such provisions become applicable.
- XIX. Prohibition Against Dual Compensation.** The charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement, and supplemental or additional payment for such services is not received by the CONTRACTOR from any other source.
- XX. Equal Opportunity Compliance.** The CONTRACTOR, in the performance of this Agreement, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.
- XXI. Notice.** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- XXII. Scope of Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of the Agreement, and all such covenants, agreements and understandings are merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.
- XXIII. Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties to the Agreement.
- XXIV. Applicable Law.** This Agreement shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico.
- XXV. Effective Date.** This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.
- XXVI. Interest.** Payment shall be made within thirty days of receipt of invoice, provided that the goods or services are acceptable. If the goods or services are found to be unacceptable, the First Judicial District Court shall within 15 days send the CONTRACTOR a letter explaining the defect or objection to the goods or services, along with details on how the CONTRACTOR may proceed to provide remedial action.

Signed by the parties on the dates indicated:

**FIRST JUDICIAL DISTRICT COURT**

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

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

The Honorable \_\_\_\_\_, Chief Judge

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

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

I.D. NO.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

TAXATION & REVENUE DEPARTMENT

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

ADMINISTRATIVE OFFICE OF THE COURTS

**ATTACHMENT D**  
**Letter of Transmittal Form**

## Letter of Transmittal Form

Please complete this form in its entirety. Failure to sign and/or submit this form will result in the disqualification of Offeror's proposal.

RFP#: \_\_\_\_\_

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
Fed TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):

\_\_\_\_\_ No.

\_\_\_\_\_ Yes. Identify subcontractor/s: \_\_\_\_\_

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract?** (Select one)

\_\_\_\_\_ No.

\_\_\_\_\_ Yes. Identify entity/-ies: \_\_\_\_\_

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

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

*(Must be signed by the individual identified in item #2. A, above.)*

**ATTACHMENT E**  
**Total Cost and Certification**

TOTAL COST AND CERTIFICATION

\$ \_\_\_\_\_

The proposer understands that the First Judicial District Court reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ATTACHMENT F**  
**Certification regarding Debarment, Suspension, Proposed**  
**Debarment and Other Responsibility Matters**

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

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

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

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

(a)(1) By signing and submitting a proposal in response to this RFP, the offeror certifies, to the best of its knowledge and belief, that:

(i) The offeror and/or any of its Principals-

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

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

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

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

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

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

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

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

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

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