



**First Judicial District Court
Santa Fe, New Mexico**

**Amended
Request for Proposals**

#FJDC 2027-002

Purpose: Criminal Justice Coordinating Council Coordinator

First Judicial District Court

Issue date: 08/18/2026

Acknowledgement of Receipt Submittal Deadline:

3:00 PM (MDT) 09/01/2026

Proposal Due date:

3:00 PM (MDT) 10/23/2026

The Procurement Code, NMSA 1978, ~~'13~~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. Definitions of Terminology

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

“CJCC” means Criminal Justice ~~Coordination~~Coordinating Council.

“Court” or “FJDC” means the Judicial entity issuing the RFP. (~~FJDC~~)

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

“Criminal Justice Coordinating Council Coordinator” or “CJCC Coordinator” means the professional providing support to the ~~First Judicial District Court~~CJCC. The program does not discriminate based on race, ethnicity, gender, gender identification, color, sexual orientation, sexual identity, religion, socioeconomic status, or physical/mental disability.

“Evaluation Committee” means a body appointed by the Court to perform the evaluation of offeror proposals.

“Finalist” is defined as 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.

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

“Procurement Manager” means the person authorized by the FJDC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Proposal” means all documents and transmissions **used** by the offeror to respond to the RFP.

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

“Responsible ~~offeror~~Offeror” means an offeror who submits a responsive proposal and who has furnished when required, information and data to provide that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory deliver of the services or items of tangible personal property described in the proposal.

“Term” means the time period beginning with a contract’s execution and ending on June 30, 2027, unless extended in compliance with the contract and all applicable law. The Contract will be for approximately a seven-month period beginning December, 2026. Renewal or additional terms of the Contract for each additional year is subject to the conditions set forth in the Contract, contingent upon satisfactory Contract compliance by the contractor as determined by the Court, and contingent upon the availability of sufficient funding.

B. Purpose of this Request ~~For~~for Proposal

This ~~request for proposal~~ (“RFP”) has been developed for the purpose of soliciting, evaluating, and selecting a vendor in a fair and competitive manner for a contract to provide criminal justice coordination services. If an offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared non-responsive.

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

Before the award is made, the ~~First Judicial District Court~~ (“~~Court~~” or “~~FJDC~~”) may conduct discussions with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards. The award may be made without such discussions.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be determined by the Court by sending written notice to the contractor. The Courts decisions as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is sufficient funding to continue or finalize a program, the contractor will be compensated to the level of services preformed, as authorized by the Court prior to that determination. This provision however, is not exclusive and does not waive other legal rights and remedies afforded the Court in such circumstances as contractor defaults or breach of the contractor.

C. Background Information

~~The Contract will be for approximately a seven-month period beginning December, 2026. Continuation of the Contract for each additional year will be contingent upon satisfactory Contract compliance by the contractor as determined by the Court and upon sufficient funding.~~

Summary Scope of Work

The First Judicial District Court is soliciting proposals for a contractor to provide the following services: Criminal Justice Coordinating Council coordinator (“CJCC Coordinator”). The CJCC Coordinator will provide essential support to the CJCC as further described below:

D. Summary of Scope of Work

The focus of the program contract services is to support the First Judicial District’s Criminal Justice Coordinating ~~Council’s~~ (“CJCC’s”) Council in order to achieve all objectives and operational needs as follows: “

- (1) review the criminal justice system in the judicial district, including judicial processes, law enforcement, community corrections alternatives and sufficiency of jail and detention facilities;
- (2) identify criminal justice system problems in the judicial district;
- (3) develop data-driven policies and evidence-based best practices designed to improve public safety outcomes, cost- effective responses to crime and fair and efficient adjudication processes;
- (4) facilitate applications from its members for crime reduction grants pursuant to the Crime Reduction Grant Act;
- (5) facilitate sharing of criminal justice information between agencies as permitted by law; and
1. (6) in consultation with the ~~[~~New Mexico Sentencing Commission~~]~~, develop data-sharing agreements and methods of data sharing to allow system-wide analysis of criminal justice operations within the judicial district and throughout the state” (collectively, the “Statutory Requirements”).

The initial contract shall begin on December 1st, 2026 through June 30th, 2027 and may be extended additional years contingent upon satisfactory contract compliance by the contractor as determined by the Court ~~and~~, upon sufficient funding, and subject to all other additional conditions set forth in the Contract. 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 consistent with~~ Section 13-1-150, NMSA 1978.

E. Procurement Manager

The Court has designated a ~~procurement manger~~ (“Procurement Manager”) who is responsible for the conduct of this procurement and whose name, address and telephone number ~~is~~are listed below:

Robert Rubin
Financial Specialist
First Judicial District Court
225 Montezuma Ave.
P.O. Box 2268
Santa Fe, NM 87504
Phone (505) 455-8200

All e-mail submissions and questions should be addressed to and sent to the above e-mail. Protests of the solicitation or award must be delivered by e-mail to the Protest Manager, Kathleen Vigil, Email: sfedkjv@nmcourts.gov ~~sfedkjv@nmcourts.gov~~.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager. Offerors may contact the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the FJDC. **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 via indicated e-mail and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.

F. Revisions and Withdrawals

If it becomes necessary to revise any part of the RFP or if any additional information is needed to clarify any provision on the RFP, the revision and/or additional information shall be provided to all persons who submitted an acknowledgment of receipt (See attachment D, “Acknowledgement of Receipt Form”). All persons intending to make an offer shall provide acknowledgment of receipt of any revisions or supplements. The First Judicial District Court shall not issue a revision or supplement the RFP less than seven working days before the ~~deadlines~~deadline set for the ~~receipts~~submission of proposals, unless the First Judicial District Court extends ~~the~~said deadline.

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to the Procurement Manager. The revision or withdrawal must be signed by the person submitting the proposal.

H. Conditions Governing the Procurement **II. _____ CONDITIONS GOVERNING THE PROCUREMENT**

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

A. Sequence of Events

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

ACTION	RESPONSIBILITY	DATE
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1. Issue RFP	FJDC	08/18/2026
2. Acknowledgement of Receipt of Request for Proposals Form	Potential Offerors	09/01/2026
3. Deadline to Submit Questions	Potential Offerors	09/14/2026
4. Response to Written Questions	Procurement Manager	09/15/2026
5. Submission of Proposal	Potential Offerors	10/23/2026
6. Campaign Contribution Disclosure	Potential Offerors	10/23/2026
7. Proposals Evaluation	Evaluation Committee	10/26/2026 to 11/06/2026
8. Selection of Finalist	Evaluation Committee	11/04/2026
9. Oral presentations (Optional)	Finalist Offerors	11/05/2026
10. Best and Final Offers	Finalist Offerors	11/06/2026
11. Finalize Contractual Agreements	FJDC/Finalist Offerors	11/09/2026 to 11/13/2026
12. Contract Award	FJDC/Finalist Offerors	11/16/2026
13. Protest Deadline	Protest Manager	12/10/2026

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 legal department. 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).

2. Acknowledgement of Receipt

Potential offerors should email the “Acknowledgement of Receipt Form” (See Attachment D) 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 **09/01/2026, 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 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 Acknowledgment of Receipt 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 **09/14/2026, 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.**

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, supra) to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form shall accompany the distribution package. The form 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.

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 10/23/2026.

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 III, 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. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. 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.

10. 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.

11. Finalize Contractual Agreements

The contracts will be finalized with the most advantageous offeror on the date indicated in the Sequence of Events Section. 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. 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 (12/10/2026). (See Section II, Paragraph A). ~~Protest~~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.

C. General Requirements

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Costs

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

1. 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.

2. 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.

3. Amended Proposals

An offeror may submit an amended proposal consistent with the submission requirement contained in this RFP, and shall 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. Amended proposals shall be sent to the RFP email: 23100RFP@nmcourts.gov~~23100RFP@nmcourts.gov~~

4. Offerors' 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.

5. Deadline to Submit Proposal

Responses to this RFP will be considered until ~~the date indicated~~Submission of Proposal deadline, October 23, 2026 in the Sequence of Events Section. ~~(See (see~~ Section II, Paragraph A).

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. 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 documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential, pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, § 14-2-1 et seq. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Governing Law

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

13. 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.

14. 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 A). 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 A). 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 ~~BA~~, 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.

15. ~~Offerors~~Offeror's Terms and Conditions

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. FJDC Rights

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

22. 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).

23. Ownership of Proposals

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

24. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Court. 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.

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. 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.

27. Suspension and Debarment Requirement

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

28. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native 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>.

29. Cost

Offerors shall provide a cost proposal describing estimated costs for each Key Deliverable Category as described in Attachment A, Sample Contract, Exhibit B – Compensation Schedule. The cost proposal may be in narrative form, Excel spreadsheet, or any format that the offeror determines is most appropriate for clearly communicating the offeror's cost to meet the Key Deliverables. Costs should be based on a maximum budget of \$120,000 with a plan for meeting all Milestones (as described in Attachment A, Sample Contract, Exhibit B – Compensation Schedule) on or before June 30, 2027. Costs provided by the offeror must include all labor, materials, equipment, transportation, and other resources that the Offeror intends to use in order to provide the Key Deliverables. The FJDC will only compensate the contractor for services or goods described in the proposal.

III. 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 accordingly.

A. Detailed Scope of Work

~~Provide professional services by delivering the below key deliverables (“Key Deliverables”) in support of the First Judicial District’s CJCC’s statutory requirements to: “(1) review the criminal justice system in the judicial district, including judicial processes, law enforcement, community corrections alternatives and sufficiency of jail and detention facilities; (2) identify criminal justice system problems in the judicial district; (3) develop data-driven policies and evidence-based best practices designed to improve public safety outcomes, cost-effective responses to crime and fair and efficient adjudication processes; (4) facilitate applications from its members for crime reduction grants pursuant to the Crime Reduction Grant Act; (5) facilitate sharing of criminal justice information between agencies as permitted by law; and (6) in consultation with the [New Mexico Sentencing Commission], develop data-sharing agreements and methods of data sharing to allow system-wide analysis of criminal justice operations within the judicial district and throughout the state” (collectively, the “Statutory Requirements”). Deliver the following Key Deliverables:~~

Provide professional services by delivering the below key deliverables (“Key Deliverables”) in support of the First Judicial District’s CJCC’s Statutory Requirements.

1. Mandatory Specifications

i. Meeting Coordination and Facilitation

~~1.a.~~ On a monthly basis during the Term, schedule and coordinate meeting times for CJCC meetings, Committee meetings, and Subcommittee meetings; send meeting invitations to CJCC members, stakeholders and interested parties; and facilitate and attend each such meeting.

~~2.-b.~~ On a monthly basis during the Term, prepare an agenda for each meeting with input from CJCC members, or the appropriate chairperson, and distribute the agenda (when applicable, in a manner and time compliant with the Open Meetings Act). When a CJCC meeting is held, draft minutes of the CJCC meeting for subsequent approval by the CJCC in compliance with the Open Meetings Act. When a committee or Subcommittee meeting is held, take and maintain notes for the chairperson of the Committee or Subcommittee.

ii. Communication and Member Participation

~~3-a.~~ On a monthly basis during the Term, provide a written status update to, or hold a status-update meeting with, the CJCC chairperson and the executive committee (if one is convened during the Term), addressing progress on the Key Deliverables, upcoming meetings, and open action items.

~~4-b.~~ Throughout the Term, maintain the CJCC membership roster, track CJCC member attendance against the requirements of the CJCC bylaws, and follow up with members whose attendance or participation has lapsed in order to encourage consistent attendance and participation.

iii. Strategic Plan

~~5-a.~~ During the course of the Term, survey CJCC members and key stakeholders to assess their priorities, goals, and objectives for inclusion in a Strategic Plan. Upon completion of the survey, report written findings to the CJCC.

~~6-b.~~ During the course of the Term, meet with CJCC members and key stakeholders individually or in small groups to assess their priorities, goals, and objectives for inclusion in a Strategic Plan. Upon completion of the individual and/or small- group meetings, report written findings to the CJCC.

~~7-c.~~ By the end of the Term (~~i.e., June 30, 2027~~), deliver a final, polished, and approvable Strategic Plan, developed in collaboration with CJCC members and key stakeholders, reflecting key priorities, goals, objectives, and responsibilities therefor for the CJCC to execute in a five-year timeframe.

iv. Assessment and Operational Improvement

~~8-a.~~ Within four (4) months of the beginning of the Term, complete an assessment of the CJCC's operations, governance, and organizational structure, benchmarked against recognized standards for criminal justice coordinating councils (including those published by the National Institute of Corrections and the Justice Management Institute), and deliver a written report of the assessment findings to the CJCC.

~~9-b.~~ Within thirty (30) days of delivery of the assessment report, deliver an operational improvement roadmap identifying specific, prioritized actions responsive to the assessment findings.

~~10-c.~~ Within six (6) months of the beginning of the Term, identify and deliver a written report on potential structural and technical amendments

to the CJCC's bylaws for the purpose of increasing the CJCC's efficiency and streamlining its organizational and governance structure and processes.

v. Grants and Data Sharing

~~a.11.~~ During the course of the Term, identify relevant crime reduction grant and technical assistance opportunities for the CJCC and its members, and facilitate member applications for such opportunities, including assisting with the preparation of applications, proposals, and required reporting.

~~12-b.~~ During the course of the Term, and in consultation with the New Mexico Sentencing Commission, assist in the development of data-sharing agreements and methods of data sharing among CJCC member agencies as permitted by law.

vi. Organizational Experience

Offeror must:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of the "Key Deliverables" identified in Attachment A, Sample Contract (meeting coordination and facilitation, communication, strategic plan preparation, assessment and operational improvement, and grants and data sharing). Any work provided to private sector will also be considered; and
- b) provide a biography or resume of all key personnel offeror proposes to use in provision of proposed services. "Key personnel" is identified as any personnel from offeror's organization responsible taking a direct or supervisory role in providing any of the Key Deliverables in compliance with the resulting contract. Offeror must include key personnel education, work experience, and any relevant certifications or licenses.

2. Additional Specifications

Offeror may optionally explain how their proposal may satisfy this provision: Other Support. As mutually agreed by the parties in writing, the Contractor may assist with other CJCC initiatives in support of the Statutory Requirements.

IV. –RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

One electronic submission is required. All offeror proposals must be received for review and evaluation by the procurement manager **NO LATER than 3:00 PM MOUNTAIN TIME ON 10/23/2026**. All electronic submissions must clearly indicate that they are in response to The First Judicial District Court ~~Treatment Court~~Criminal Justice Coordinating Council Coordinator Request for Proposals #FJDC-2027-002. **Any proposals or portions of proposals that are not submitted electronically will not be accepted.**

C. Proposal Format

All proposals must be electronic and in the format of PowerPoint or PDF. If the file is too big to send via email, a link with a downloadable version is acceptable. 1. Proposal Content and Organization

~~1.~~ 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.~~1. Letter of Transmittal

~~b.~~2. Table of Contents

~~c.~~3. Proposal Summary

~~d.~~4. Response to Specifications

~~e.~~a. Response to Mandatory Specifications

~~f.~~b. Response to Additional Specifications

~~g.~~5. Suspension and Debarment Form

~~h.~~6. Campaign Contribution Form

~~i.~~7. Response to FJDC Terms and Conditions

~~j.~~8. Offerors Additional Terms and Conditions

~~k.~~9. Other Supporting Material

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. D. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal.

–The letter of transmittal MUST:

- ~~a.~~1. Identify the submitting firm;
- ~~b.~~2. Identify the name and title of the person authorized by the firm to contractually obligate the firm;
- ~~c.~~3. Identify the name, title, email and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- ~~d.~~4. Identify the names, titles, emails, and telephone numbers of the persons to be contacted for clarification;
- ~~e.~~5. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in -Section II, Paragraph C, 1.
- ~~f.~~6. Be signed by the person authorized to contractually obligate the firm;
- ~~g.~~7. Acknowledge receipt of any and all amendments to this RFP.

E. 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 of 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:

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

Factor	Score
Proposal describes in detail how the offeror will complete and meet each of the mandatory <u>servicespecification</u> components.	_____/20
The proposal includes comprehensive information about any expertise the offeror has as it relates to the <u>eriteriaspecifications</u> 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 <u>servicespecification</u> components.	_____/20
The proposal meets and describes in detail <u>proposed</u> services and meets proposal format as listed in proposal organization.	_____/20
Proposal includes estimated costs per RFP requirements.	_____/20
Total	100

ATTACHMENT A

Sample Contract Terms and Conditions

CONTRACT NO. _____



STATE OF NEW MEXICO
FIRST JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this xxx day of xxx, 2026 by and between the First Judicial District Court, hereinafter referred to as the “Court,” and XXXX, hereinafter referred to as the “Contractor.”

ADDRESS:

PHONE:

EMAIL:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. Compensation

A. The Court will compensate the Contractor for services satisfactorily performed pursuant to the Scope of Work (as described in Exhibit A) in accordance with the Compensation Schedule attached hereto as Exhibit B, such compensation during the Term ending on June 30, 2027 not to exceed one hundred twenty thousand dollars (\$120,000.00) in the aggregate, including gross receipts tax, upon submission of Court-approved invoices by the Contractor. The Court will not compensate Contractor before services are performed or Milestones items are delivered and accepted.

B. The Court will allocate compensation to Contractor in accordance with the deliverable categories set forth in Exhibit B (each, a “Deliverable Category”). Compensation payable with respect to each Deliverable Category shall not exceed the maximum amount stated

for that Deliverable Category in Exhibit B, and amounts allocated to one Deliverable Category shall not be reallocated to another category except by written amendment to this Agreement executed by the parties hereto and all other required signatories.

C. Amounts identified in Exhibit B as payable monthly shall be invoiced monthly in arrears and shall be payable only for months in which the corresponding services were actually performed. Amounts identified in Exhibit B as Milestone payments shall be invoiced only upon the Contractor's delivery, and the Court's acceptance within its sole discretion, of the items identified in the Milestone corresponding to the Key Deliverable(s), and shall not be due or payable, in whole or in part, prior to such delivery and acceptance. If the items identified in a Milestone are not delivered or accepted during the Term, the Milestone payment amount associated with the Key Deliverable(s) shall not be owed, notwithstanding the aggregate maximum compensation amount stated in Paragraph 2(A).

D. The compensation set forth in this Agreement is inclusive of all costs and expenses incurred by the Contractor in performing the Scope of Work, including, without limitation, travel, lodging, meals, and mileage. The Contractor shall not be entitled to separate reimbursement for travel or any other expenses.

E. **Any amounts are a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amounts stated herein (inclusive of Exhibit B hereto).** The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached, or to continue to provide services without compensation within a Deliverable Category when a category maximum amount is reached. Contractor is responsible for notifying the Court when the services provided under this Agreement reach the total compensation amount or a category maximum amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount, or a category maximum amount, without this Agreement being amended in writing prior to those services in excess of the total compensation amount or a category maximum amount being provided.

F. Payment is subject to the availability of funds in FY27 pursuant to the Appropriations Paragraph set forth below.

G. The Contractor must submit a detailed statement accounting for all services performed, with reference to the applicable Key Deliverable and Deliverable Category, using only the Court-approved invoices and completed as instructed by the Court. The Court reserves the right to change methods for submitting invoices. Upon certification by the Court that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of receipt by the Court.

H. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid six hundred dollars (\$600.00) or more for all services rendered to the state.

3. Term

THIS AGREEMENT runs from xxx until June 30, 2027 (the “Term”) unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. Any extension of this contract is dependent upon the Contractor’s fulfillment of continuing education requirements (if required by Contractor’s licensure) and compliance with the NM Rules of Professional Conduct and compliance with the requirements detailed herein.

4. Termination

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Court’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the Court is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Court or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COURT’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the Court or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Court; 2) comply with all directives issued by the Court in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Court shall direct for the protection, preservation, retention or transfer of all property titled to the Court and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Court upon termination and shall be submitted to the Court as soon as practicable.

5. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this

Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Court to the Contractor. The Court's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Court proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the Court 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 Court or the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Court.

8. Subcontracting

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

9. Release

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

10. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Court.

11. Product of Service – Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Court no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the

Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the Court proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger

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

15. Penalties for violation of law

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

16. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico Court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the Courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Court.

19. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Court, the Department of Finance and Administration and the State Auditor. The Court shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Court to recover excessive or illegal payments.

20. Indemnification

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

21. Invalid Term or Condition

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

22. Enforcement of Agreement

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

23. Notices

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

To the Court:

Kathleen Vigil, Court Executive Officer

PO Box 2268

Santa Fe, NM 87501

sfedkjv@nmcourts.gov

To the Contractor:

24. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

[Signatures appear on following page.]

Signed by the parties on the dates indicated:

FIRST JUDICIAL DISTRICT COURT

_____ Date: _____

Bryan P. Biedscheid

Chief District Court Judge

CONTRACTOR

_____ Date: _____

Contractor's Name

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

EXHIBIT A - SCOPE OF WORK

Criminal Justice Coordinating Council Coordinator – First Judicial District

Scope of Work. The Contractor shall:

A. Provide professional services by delivering the below key deliverables (“Key Deliverables”) in support of the First Judicial District’s Criminal Justice Coordinating Council’s (“CJCC’s”) statutory requirements to: “(1) review the criminal justice system in the judicial district, including judicial processes, law enforcement, community corrections alternatives and sufficiency of jail and detention facilities; (2) identify criminal justice system problems in the judicial district; (3) develop data-driven policies and evidence-based best practices designed to improve public safety outcomes, cost-effective responses to crime and fair and efficient adjudication processes; (4) facilitate applications from its members for crime reduction grants pursuant to the Crime Reduction Grant Act; (5) facilitate sharing of criminal justice information between agencies as permitted by law; and (6) in consultation with the [New Mexico Sentencing Commission], develop data-sharing agreements and methods of data sharing to allow system-wide analysis of criminal justice operations within the judicial district and throughout the state” (collectively, the “Statutory Requirements”).

B. Deliver the following Key Deliverables:

Meeting Coordination and Facilitation

- a. On a monthly basis during the Term, schedule and coordinate meeting times for CJCC meetings, Committee meetings, and Subcommittee meetings; send meeting invitations to CJCC members, stakeholders and interested parties; and facilitate and attend each such meeting.
- b. On a monthly basis during the Term, prepare an agenda for each meeting with input from CJCC members, or the appropriate chairperson, and distribute the agenda (when applicable, in a manner and time compliant with the Open Meetings Act). When a CJCC meeting is held, draft minutes of the CJCC meeting for subsequent approval by the CJCC in compliance with the Open Meetings Act. When a committee or Subcommittee meeting is held, take and maintain notes for the chairperson of the Committee or Subcommittee.

Communication and Member Participation

- c. On a monthly basis during the Term, provide a written status update to, or hold a status-update meeting with, the CJCC chairperson and the executive committee (if one is convened during the Term), addressing progress on the Key Deliverables, upcoming meetings, and open action items.
- d. Throughout the Term, maintain the CJCC membership roster, track CJCC member attendance against the requirements of the CJCC bylaws, and follow up

with members whose attendance or participation has lapsed in order to encourage consistent attendance and participation.

Strategic Plan

- e. During the course of the Term, survey CJCC members and key stakeholders to assess their priorities, goals, and objectives for inclusion in a Strategic Plan. Upon completion of the survey, report written findings to the CJCC.
- f. During the course of the Term, meet with CJCC members and key stakeholders individually or in small groups to assess their priorities, goals, and objectives for inclusion in a Strategic Plan. Upon completion of the individual and/or small-group meetings, report written findings to the CJCC.
- g. By the end of the Term (*i.e.*, June 30, 2027), deliver a final, polished, and approvable Strategic Plan, developed in collaboration with CJCC members and key stakeholders, reflecting key priorities, goals, objectives, and responsibilities therefor for the CJCC to execute in a five-year timeframe.

Assessment and Operational Improvement

- h. Within four (4) months of the beginning of the Term, complete an assessment of the CJCC's operations, governance, and organizational structure, benchmarked against recognized standards for criminal justice coordinating councils (including those published by the National Institute of Corrections and the Justice Management Institute), and deliver a written report of the assessment findings to the CJCC.
- i. Within thirty (30) days of delivery of the assessment report, deliver an operational improvement roadmap identifying specific, prioritized actions responsive to the assessment findings.
- j. Within six (6) months of the beginning of the Term, identify and deliver a written report on potential structural and technical amendments to the CJCC's bylaws for the purpose of increasing the CJCC's efficiency and streamlining its organizational and governance structure and processes.

Grants and Data Sharing

- k. During the course of the Term, identify relevant crime reduction grant and technical assistance opportunities for the CJCC and its members, and facilitate member applications for such opportunities, including assisting with the preparation of applications, proposals, and required reporting.
- l. During the course of the Term, and in consultation with the New Mexico Sentencing Commission, assist in the development of data-sharing agreements and methods of data sharing among CJCC member agencies as permitted by law.

C. Other Support. As mutually agreed by the parties in writing, the Contractor may assist with other CJCC initiatives in support of the Statutory Requirements.

EXHIBIT B - COMPENSATION SCHEDULE

Deliverable Category	Key Deliverable(s) (Exhibit A)	Basis for Payment (Monthly or Milestone)	Amount	Category Maximum
1. Meeting Coordination and Facilitation	B.a - B.b	Monthly, in arrears, for each month in which meeting coordination, facilitation, agenda, and minutes/notes services are performed	\$[] per month	\$[]
2. Communication and Member Participation	B.c - B.d	Monthly, in arrears, for each month in which the written status update or check-in is provided and roster/attendance duties are performed	\$[] per month	\$[]
3. Strategic Plan	B.e - B.f	Milestone: completion of survey and individual/small-group meetings; summary of survey and meeting findings delivered to the CJCC	\$[]	\$[]
	B.g	Milestone: delivery and acceptance of the final, approvable five-year Strategic Plan (no later than June 30, 2027)	\$[]	
4. Assessment and Operational Improvement	B.h	Milestone: delivery and acceptance of the written assessment findings report (within 4 months of beginning of Term)	\$[]	\$[]
	B.i	Milestone: delivery and acceptance of the operational improvement roadmap (within 30 days of delivery of the assessment report)	\$[]	
	B.j	Milestone: delivery of report regarding proposed bylaws amendments (within 6 months of beginning of Term)	\$[]	

Deliverable Category	Key Deliverable(s) (Exhibit A)	Basis for Payment (Monthly or Milestone)	Amount	Category Maximum
5. Grants and Data Sharing	B.k - B.l	Monthly, in arrears, for each month in which grant/technical assistance identification and facilitation services or data-sharing development services are performed	\$[] per month	\$[]
Total (Not to Exceed)				\$120,000.00

ATTACHMENT B
Campaign 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

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 successful offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All offerors must provide as a part of their proposals a certification to 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 offeror’s 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.

TRAFFIC SAFETY DIVISION:

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: _____

Attachment D

Acknowledgment of Receipt Form

REQUEST FOR PROPOSAL

#FJDC-2027-002

Criminal Justice Coordinating Council Coordination services for the First Judicial District

Acknowledgment of Receipt Form

In acknowledgment of receipt of this RFP the undersigned agrees that s/he has received a complete copy, beginning with the table of contents, and ending with attachment D.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 3:00 PM MST or MDT on 09/01/2026. 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 written responses to those questions as well as RFP amendments, if any are issued.

Firm: _____

Represented By: _____

Title: _____

Phone No: _____

E-mail: _____

Fax No: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date: _____

This name and address will be used for all correspondence related to the Request for Proposal.

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

Robert Rubin
Financial Specialist
First Judicial District Court
225 Montezuma Ave.
P.O. Box 2268
Santa Fe, NM 87504
Phone (505) 455-8200
23100RFP@nmcourts.gov