

THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEW MEXICO

REQUEST FOR PROPOSALS

Date: May 12, 2019

No: 2019-5

**For: Provide Treatment Services and Data Reporting
(DWI Court Program)**

Proposal Deadline: June 12, 2019 at 4:00 PM

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

Table of Contents

<u>BACKGROUND INFORMATION</u>	3
<u>PURPOSE OF REQUEST FOR PROPOSALS</u>	3
<u>Solicitation of Proposals</u>	3
<u>Scope of Work</u>	4
<u>Response to Submit Questions by Offer: June 5, 2019 at 4:00PM</u>	5
<u>Deadline to Respond to Questions: June 7, 2019 at 4:00PM</u>	5
<u>Response Deadline: June 12, 2019 at 4:00PM</u>	5
<u>Basic Requirements and Conditions</u>	6
<u>PROCUREMENT MANAGER</u>	9
<u>PROPOSAL FORMAT AND ORGANIZATION</u>	9
<u>SEQUENCE OF EVENTS</u>	10
<u>EVALUATION</u>	11
<u>Process</u>	11
<u>Criteria</u>	12
<u>LETTER OF TRANSMITTAL FORM</u>	13
<u>CAMPAIGN CONTRIBUTION FORM</u>	14
<u>SAMPLE PROFESSIONAL SERVICES CONTRACT (Adult DWI Court)</u>	Attachment 1

BACKGROUND INFORMATION

The Second Judicial District Court (SJDC), is part of the Judicial Branch of state government as established in Article VI, Section 12 of the New Mexico constitution. It is the largest general jurisdiction trial court in New Mexico and processes approximately 50,000 cases per year. SJDC has three business locations: “downtown” at 4th Street and Lomas, which processes all civil, criminal, and domestic matters; a location at 4th and Roma that holds the court Pretrial Services Division; and a location on North 2nd Street “Children’s Court,” which processes all cases concerning juveniles, abuse and neglect, adoptions, and mental health commitments. SJDC has 27 district judges and employs approximately 350 personnel on a full time basis with a budget of \$24,000,000.

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

The SJDC developed this Request for Proposals (RFP) for the purpose of soliciting, evaluating, and selecting sealed proposals to establish a contractual award through competitive negotiations in a fair and competitive manner for the procurement of professional services for the DWI Court program. If an offeror fails to meet any mandatory items set forth in this RFP, their proposal will be declared non-responsive.

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

If it becomes necessary to revise any part of the RFP, or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The SJDC shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the SJDC extends the response 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.

When it is in the best interest of the State of New Mexico and SJDC, this 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 effected by the SJDC sending written notice to the contractor. The

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

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, §§ 13-1-1 through 13-1-199.

Scope of Work

The Second Judicial District Court (SJDC) is requesting sealed proposals to conduct with a private entity to provide services to the Felony DWI Court Program. SJDC reserves the right to reject any or all proposals.

Providers must be a licensed practitioner in the State of New Mexico, approved New Mexico Department of Corrections treatment provider and in good standing with the Licensing and Certification Board. SJDC reserves the right to reject any or all proposals.

The service provider shall provide a continuum of integrative care, through which an array of defined services, will be provided to each individualized program.

1. **ETG and ETS Urinalysis Collection:** The service provider shall provide all ETG and ETS urinalysis collection for Felony DWI Court participants. The service provider is responsible for conducting approximately 240-260 ETG and ETS urinalysis collections for the Felony DWI Court program. The service provider shall agree to urinalysis collection services, including observation, collection and mailing of the collected samples to Cordant Health Solutions for processing. The service provider shall maintain records in a manner that is consistent with accepted practices in the Felony DWI Court program. Records will be provided to Program Manager by the 15th of each month.
2. **Record Keeping:** The service provider shall maintain clinical records for the Felony DWI Court Program in a manner that is consistent with state and federal regulations. The service provider shall provide quarterly reports outlining Medicaid, Non-Medicaid billable services and services billed to SJDC.
3. **Data Reporting:** The service provider shall provide monthly reports for the Felony DWI Court Programs outlining the number of ETG and ETS urinalysis collections for the SJDC Felony DWI Court program. The service provider will also produce an annual report at the conclusion of each calendar year on the results of the program.
4. **Confidentiality:** The service provider shall act in accordance with policies, procedures and protocols of Federal and State confidentiality guidelines, statutes and regulations; as well as with the policies and procedures established by the Felony DWI Court Programs.
5. **Post of Duty** – Service provider's post of duty is the address and location of service provider's established facility. The service provider shall report to the Second Judicial District Court, as required for team trainings, team meetings, case staffing and court sessions.

Deadline to Submit Questions

Potential Offerors may submit written questions regarding this RFP on or before **4:00 PM Mountain Daylight Time on June 5, 2019**. All questions must be addressed to the Procurement Manager. Responses will be e-mailed to all potential Offerors who have timely requested to be included on the distribution service list.

Response to Questions

The Procurement Manager shall respond on **June 7, 2019** to all written questions that are submitted timely by sending an e-mail to all potential Offerors who are on the distribution service list.

Response Deadline June 12, 2019 at 4:00 PM

Proposals must be received by the Procurement Manager by the above date and time to be accepted for review. 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 unopened.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Criteria.

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.

3. 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 with SJDC. The SJDC will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal 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. SJDC personnel will not merge, collate, or assemble proposal materials.

6. Offeror's 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. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

7. Disclosure of Proposal Contents

The proposals will be kept confidential 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. 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.

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

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 within 10 days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation

This procurement in no manner obligates the SJDC or any of its departments or agencies to the service offered until a valid written contract is approved by the SJDC.

9. Termination

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the SJDC determines such action to be in the best interest of the SJDC and the State of New Mexico.

10. Sufficient Appropriation

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. The SJDC decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

11. Agreement

The SJDC requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought 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 SJDC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The contract between the SJDC and the Contractor or Contractors will follow the format specified by the SJDC. Should an Offeror object to any of the SJDC's terms and conditions, as contained in this Section then Offeror must propose specific alternative language that would be acceptable to the SJDC. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the SJDC 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. All contracts for professional services are subject to the review and approval by the SJDC.

15. 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 a contract negotiated with the SJDC.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the SJDC 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 NMSA 1978, §§13-1-83 and 13-1-85.

18. Right to Waive

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 proposals 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 SJDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Second Judicial District Court, representing the Contractor adequately.

20. Notice of Criminal Penalties

The Procurement Code, NMSA 1978, §§13-1-28 through 13-1-199 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. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and Contractors must secure from the SJDC written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or the subsequent contact. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the contract.

22. Ownership of Proposals

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

23. 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.

PROCUREMENT MANAGER

All proposals shall be communicated to: Farah French, Chief Financial Officer, 400 Lomas NW, Albuquerque, NM 87102. Proposals must be in hard copy paper form.

PROPOSAL FORMAT AND ORGANIZATION

1) Number of Responses

Offerors may submit more than one proposal. If submitting more than one proposal the offeror shall identify each proposal as distinct from any other submission.

2) Number of Copies

Offerors shall deliver four (4) identical copies of their proposal on or before the closing date and time for receipt of proposals. Since it may be necessary to reproduce the original proposal to provide sufficient copies for review purposes the proposal must be unbound with no staples. The proposal should not include anything that cannot be photocopied using automatic processors.

3) Proposal Format

In order to facilitate the analysis of responses to the RFP vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten on standard 8 ½ x11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

4) 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 Evaluation Criteria
- e) Campaign Contribution Form
- f) Offeror's Additional Terms and Conditions (if any)
- g) Updated Resume
- h) Professional and Personal References
- i) Other Supporting Material

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

5) Letter of Transmittal

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

- a) identify the RFP being responded to;
- b) identify the name and telephone number of the person responding to the RFP;
- c) explicitly indicate acceptance of the Conditions Governing the Procurement;
- d) acknowledge receipt of any and all amendments to this RFP; and
- e) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

6) Resume

Each proposal must include the most recent resume for each individual proposed for this contract.

7) Professional and Personal References

Each proposal must include two (2) professional reference letters and two (2) personal references for each individual proposed for this contract. Through the references provided, the Second Judicial District Court will evaluate the performance of and professionalism shown by the contractor for work performed for any of the courts or other state agencies in New Mexico.

8) Campaign Contribution Disclosure

Potential Offerors must submit with their response the "Campaign Contribution Disclosure Form" pursuant to NMSA 1978, § 13-1-191.1 (2007).

SEQUENCE OF EVENTS

Issuance of RFP

May 12, 2019

Deadline to Submit Questions	June 5, 2019 at 4:00 p.m.
Deadline to Respond to Questions	June 7, 2019 at 4:00 p.m.
Deadline for Response	June 12, 2019 at 4:00 pm
Date of Evaluation	June 14, 2019
Contract Award	June 17, 2019
Protest Deadline	July 01, 2019

EVALUATION

Process

A representative of the SJDC will open the proposals immediately after the deadline and will record them in the proposal log. Proposals must be in hard copy paper form. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the SJDC and is final. The procurement manager may contact the Offeror for clarification. The Evaluation Committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If Offerors are requested to submit best and final responses then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the SJDC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The SJDC will send an award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

Criteria

The following criteria and potential points awarded are clarified as follows. A minimum of **60** points is required for any award and the total possible points equals **100**.

- Current License to Practice in New Mexico as a Treatment Provider **Pass/Fail**
 - Contract amount proposed/Reasonableness of Cost **Point Value 20**
 - Minimum of six (6) years of experience working with individuals with substance abuse, co-occurring issues and administrating clinical screenings and other psychological tests **Point Value 20**
 - Staff must be licensed to provide Medication Assisted Treatment **Point Value 20**
 - Services and experience in providing traditional and culturally based Native American Services **Point Value 20**
 - Managerial/supervisory experience of clinical programs and professional staff **Point Value 10**
 - Provide trauma specific services **Point Value 10**
- TOTAL** _____

LETTER OF TRANSMITTAL FORM
LETTER OF TRANSMITTAL

RFP:

APPLICANT:

ADDRESS:

TELEPHONE:

FAX:

E-MAIL:

PROPOSAL DATE:

PROPOSAL DEADLINE:

FEDERAL TAX NUMBER:

NM GROSS RECEIPTS TAX NUMBER:

ACCEPTANCE:

ACKNOWLEDGEMENTS:

TOTAL COST AND CERTIFICATION

\$ _____

The offerer understands that the Second 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)

CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007) any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181 the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182 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 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 response to a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a 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.

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)



**STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", entered into this 1st day of July, 2019, by and between the **Second Judicial District Court**, hereinafter referred to as "the COURT" or "SJDC" and the "CONTRACTOR."

ADDRESS OF CONTRACTOR:

In consideration of their mutual promises, the parties agree that:

1. SCOPE OF WORK:

The CONTRACTOR shall perform the services described in Attachment A except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated by reference and made a part hereof.

2. COMPENSATION:

The Court will make monthly payment(s) for services rendered. Each payment will be inclusive of gross receipts tax, paid upon receipt of a detailed monthly invoice submitted to the COURT by CONTRACTOR no later than five (5) calendar days after the end of the month. The monthly invoice submitted by CONTRACTOR shall include the daily number of hours worked within the month while conducting the Scope of Work above and a general description of the work completed within the month. Payments shall be made to CONTRACTOR within thirty days of receipt of each monthly invoice.

The total amount of compensation by Court to the CONTRACTOR under the terms of this Agreement which shall not exceed _____ in FY20 inclusive of gross receipts tax, within which CONTRACTOR shall provide all scope and deliverables contemplated herein, pursuant to the scope of services detailed in Attachment A. The CONTRACTOR will submit monthly invoices for completed tasks for the itemized services and expenses indicated per task for the work as described in Attachment A.

Attachment 1

CONTRACTOR is solely responsible for all costs and fees for maintaining license and continuing education and all incidental expenses.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties pursuant to Paragraph 1, Scope of Work, and to approval by the COURT. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

3. TERMS:

This AGREEMENT runs from July 1, 2019 through June 30, 2020, and all services are to be performed within this time unless changes are authorized by Court or unless this agreement is terminated pursuant to Paragraph 4. Work hours shall be determined by the CONTRACTOR to provide the contracted services as soon as possible.

_____ No Renewal Option

xxx In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. TERMINATION FOR CAUSE OR CONVENIENCE:

This AGREEMENT may be terminated with cause by the COURT upon written notice delivered to CONTRACTOR at least 10 days prior to the intended date of termination. This AGREEMENT may be terminated without cause by the COURT upon written notice delivered to CONTRACTOR at least 30 days prior to the intended date of termination. The CONTRACTOR may only terminate this AGREEMENT upon the Court's uncured, material breach of this Agreement and upon written notice delivered to the COURT at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination.

Notice; Opportunity to Cure.

1. The COURT shall give CONTRACTOR written notice of termination at least thirty (30) days prior to the intended date of termination.

2. CONTRACTOR shall give the COURT written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the COURT'S material breaches of this Agreement upon which the

Attachment 1

termination is based and (ii) state what the COURT must do to cure such material breaches. CONTRACTOR'S notice of termination shall only be effective (i) if the COURT does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the COURT does not, within the thirty (30) day notice period, notify the CONTRACTOR of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the CONTRACTOR (i) if the CONTRACTOR becomes unable to perform the services contracted for, as determined by the COURT; (ii) if, during the term of this Agreement, the CONTRACTOR is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

4. Liability. Except as otherwise expressly allowed or provided under this Agreement, the COURT'S sole liability upon termination shall be to pay for acceptable work performed prior to the CONTRACTOR'S receipt or issuance of a notice of termination; 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. *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.*

5. 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 United States Government, Legislature of New Mexico, and Bernalillo County for the performance of this AGREEMENT. If sufficient appropriations, grant funding, and authorization are not made by the New Mexico Legislature, the United States of America or Bernalillo County as determined by the

Attachment 1

COURT, 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. CONTRACT MANAGER:

All written notifications and invoices required in this AGREEMENT shall be in writing and submitted by CONTRACTOR to the COURT's Executive Officer. The COURT's Contract Manager is:

James A. Noel
Second Judicial District Court Executive Officer
400 Lomas NW
Albuquerque, NM 87102

Written notifications from the COURT to CONTRACTOR shall be sent via first class mail, postage pre-paid, to the address listed by CONTRACTOR on the first page of this AGREEMENT. CONTRACTOR is responsible for immediately notifying the COURT in writing of any changes to the contact information for CONTRACTOR.

7. STATUS OF CONTRACTOR:

The CONTRACTOR and the CONTRACTOR'S agents and employees are independent CONTRACTORs performing professional services and are not employees of the state. The CONTRACTOR and CONTRACTOR'S agents and employees shall not, as a result of this AGREEMENT, accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to state employees. The CONTRACTOR shall carry its own liability insurance with at least \$1,000,000.00 of coverage and provide proof of such coverage.

8. 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.

9. SUBCONTRACTING:

Attachment 1

The CONTRACTOR shall not subcontract any portion of the services to be performed under this AGREEMENT without the written approval of the COURT.

10. RECORDS AND AUDIT:

The CONTRACTOR shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the CONTRACTOR for inspection by the COURT and the State Auditor upon written request of the COURT. The COURT has the right to audit billings both before and after payment. Payment under this AGREEMENT is not a waiver of the right to the COURT to recover excessive or illegal payments.

11. FINAL PAYMENT:

Since all payments under this AGREEMENT shall be monthly, the COURT shall be entitled to withhold the final payment due hereunder, pending final approval by the COURT of the services rendered and the return of any COURT property. Upon receipt and acceptance of a final invoice prior to the final payment, the CONTRACTOR shall furnish the COURT proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein have been properly paid and released.

12. RELEASE:

Upon final payment of the amount due under this AGREEMENT, the CONTRACTOR releases the 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 propose to bind the COURT to any obligations not assumed in this AGREEMENT by the COURT, unless the CONTRACTOR has express authority to do so, and then only within the strict limits of that authority.

13. 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 approval of the COURT.

14. PRODUCT OF SERVICE - COPYRIGHT:

All materials developed or acquired by the CONTRACTOR under this

Attachment 1

AGREEMENT shall become the property of the COURT, and shall be delivered to the COURT. 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.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:

The CONTRACTOR warrants that it currently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of services required pursuant to this AGREEMENT. The CONTRACTOR shall comply with all statutory provisions that require disclosure to the Secretary of State of amount received under state contract when and if such provisions become applicable. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this AGREEMENT, will continue to comply with, and that this AGREEMENT complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, and Article 16 NMSA 1978.

16. 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.

17. EQUAL EMPLOYMENT OPPORTUNITY:

The CONTRACTOR, in the performance of this AGREEMENT, shall not discriminate against any employee, client or other person in violation of state or federal law, or on the basis of race, color, religion, national origin, sex, age or disability.

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 Agency.

19. EMPLOYEE PAY EQUITY REPORTING:

CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR

Attachment 1

has (250) or more employees CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should CONTRACTOR a not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this AGREEMENT

20. PROCUREMENT CODE NOTICE:

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

21. SCOPE OF AGREEMENT:

This AGREEMENT, with the attached scope of work and list of deliverables, incorporates all the agreements, covenants, and understandings between the parties

Attachment 1

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.

22. AMENDMENT:

This AGREEMENT shall not be altered, changed or amended except by instrument in writing executed by the parties to the AGREEMENT.

23. APPLICABLE LAW:

This AGREEMENT shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico.

24. 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.

25. 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.

26. 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.

27. INDEMNIFICATION:

The CONTRACTOR shall defend, indemnify and hold harmless the COURT and the State of New Mexico from all actions, proceedings, 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 or agents, if acting within the scope of their employment and pursuant to this contract. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, employee, servant or agent 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 COURT and the Risk Management Division of the New Mexico General Services Department by certified mail. As an independent contractor, CONTRACTOR is not covered by or entitled to representation by the Risk Management Division of the New Mexico General Services Department.

28. 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:
James A. Noel
Second Judicial District Court
Bernalillo County Courthouse
400 Lomas Blvd., NW
Albuquerque, NM 87102
505-841-7162

To the Contractor:
Contractor Name

29. SIGNATURE:

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT:**

James A. Noel, Court Executive Officer

Date Signed

Elizabeth A. Garcia, General Counsel
Certifying Legal Sufficiency

Date Signed

CONTRACTOR

Date Signed

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 _____ New Mexico Tax 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: _____
TAX & REVENUE DEPARTMENT

Date Signed

Attachment 1

APPROVED: _____

ADMINISTRATIVE OFFICE OF THE COURTS

Date Signed

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE 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.

Attachment 1

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

“Prospective contractor” means a person who 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 qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Attachment 1

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 A

SCOPE OF SERVICES

The SJDC Felony DWI Court program was awarded a Drug Court Grant through the Bureau of Justice Assistance (BJA). The grant award commenced on October 1, 2015, and is projected to continue until the end of the project period, September 29, 2019. The funding is to sustain the DWI Court Program and contract with a provider to conduct ethanol glucuronide (EtG) and ethl sulfate (EtS) urinalysis collection, provide data on client participation and outcomes, and to participate as a team member by attending meetings, staffing and court case reviews. Providers must be licensed practitioners in the State of New Mexico and in good standing with the Licensing and Certification Board.

DWI Court Team Participation

The service provider shall assign a designated staff person to participate as a member of the drug court team, and participate in staffing and court case reviews bi-weekly. The service provider shall provide treatment updates to include progress, stage of change, and attendance. The service provider shall participate in the decision making process pertaining to incentives and sanctions. The service provider shall provide treatment recommendations consistent with individualized substance abuse and behavior health needs.

Trauma Screenings

The service provider shall use a screening protocol for all Adult DWI Court participants to identify individuals in need of trauma related services. The provider shall use the following SAMHSA approved Evidence Based Practices screening tools:

1. Beck Anxiety Scale
2. Beck Depression Scale
3. Drug Use Questionnaire DAST-20
4. Alcohol Use Scale

ETG and ETS Urinalysis Collection

The service provider will provide ETG and ETS urinalysis collection for Adult DWI Court participants and will be identified by DWI Court staff for testing. Service provider agrees to urinalysis collection services, including observation, collection and sending out the samples to Cordant Health Solutions for processing of drug testing. Service provider shall administer collection of urine specimens as requested by the Second Judicial District Court Adult DWI Court and report results in a timely manner.

Attachment 1

Record Keeping

The service provider will maintain records in a manner that is consistent with accepted practices in the field of DWI Court programs. Said records will be made available to the Second Judicial District Court DWI Court Program Manager as requested.

Data Reporting

Service provider shall provide statistical information on the number of participants in the Second Judicial District DWI Court Program who underwent urinalysis testing when requested and in a report at the end of the fiscal year.

Confidentiality

The service provider shall act in accordance with policy, procedure and protocol of Federal and State confidentiality guidelines, statutes and regulations as well as the policies and procedures contained within the Second Judicial District Adult DWI Court Policies and Procedures Manual. Service provider further agrees to act in accordance with the DWI Court Contract for the Release of Confidential Information.

Post of Duty

Service provider's post of duty is the address and location of service provider's established facility. The service provider shall report to the Second Judicial District Court, as required for team trainings, team meetings, case staffing and court sessions.

Attachment 1