

**NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR PROPOSALS (RFP)**

**New Mexico State Drug Court  
Information Management System**



**RFP#**

**AOC-PSC-2019-001**

**June 11, 2019**

**Due: July 31, 2019**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of an information management system for the drug court programs for the state of New Mexico.

## **B. BACKGROUND INFORMATION**

The NM Administrative Office of the Courts (AOC) is responsible for the management of performance reporting, evaluation, support, training and technical assistance for all specialty dockets or court programs and problem solving courts operating under the auspices of a New Mexico court. There are more than fifty problem solving courts organized according to the drug court model that have been established in New Mexico and at least another thirteen specialty courts. All problem-solving courts are obligated to utilize best practices to establish, maintain, and adjust programs in a responsible way that targets the right participants, respects the individual, promotes behavior change, and reduces recidivism. All problem-solving courts are required to comply with requests for data, processes established for recording and providing performance measures, and initiatives to measure alignment with standards, rules or guidelines.

The existing database used by the problem solving courts is a Microsoft Access desktop database that has core data points, but has been customized for individual programs throughout the years. The database was established in 2005 and has not been upgraded since. The database no longer operates efficiently on upgraded desktop systems, and is unable to collect new data point measures.

The AOC administers and monitors problem solving courts in 27 counties and 12 of the state's 13 judicial districts. The current courts and number of programs following the drug court model in NM are as follows: 22 adult/ felony; 9 DWI; 3 family dependency; 8 juvenile; 5 mental health; and 3 veterans. Specialty court programs include such as animal welfare, courts to schools, outreach/homeless, alternative to violence, competency, domestic violence, etc.

Each program is comprised of a drug court team that works together to ensure the program operates according to all applicable best practice standards and procedures. Participants receive intensive substance abuse treatment, judicial oversight, intensive supervision, and drug testing. Compliance is currently documented via the Microsoft Access database.

The Judicial Information Division (JID) is responsible for the automation of the New Mexico state courts. JID is responsible for:

- Providing tools for timely, accurate, and convenient access to case information by court personnel and the public
- Providing tools to improve the court's service to the public
- Providing tools to enhance the effectiveness, order, and productivity of court operations

- Enhance the knowledge, skills, and self-confidence of court staff and the public to use available technology
- Provide technical accuracy to the courts.

### **C. SCOPE OF PROCUREMENT**

The purpose of this procurement is to seek an Information Management System (IMS) for the Problem Solving Court Programs throughout New Mexico. The IMS should be originally configured to capture necessary data points for drug court best practices, and configurable to specific requirements from the AOC. The IMS should be a web-based, securely hosted, redundant, solutions with limited down time and optimized load handling. The solution should also have the ability to integrate with drug testing companies and other court service applications.

The implementation of the IMS will be done in phases based on a four year contract term dependent on funding and price structure.

- Phase I – Year 1 – 3 months - Design, Development & Implementation and Testing in the pilot drug court programs
- Phase II – Year 1 – 9 months – Data Conversion
- Phase III – Year 2 – Roll out to additional pilot drug court programs
- Phase IV – Year 3 – Statewide roll-out / migration
- Phase V – Year 4 – Full statewide operation

The primary goals of the IMS will include but not be limited to:

- Capability to collect basic performance data on all specialty courts with expansion capacity to accommodate new, model, and innovative programs and emerging best practices unrelated to the traditional drug court model.
- Configurability to the drug court model by court and type of program.
- Ability to align with a business process reflecting the NM Drug Court Standards and other problem solving court best and promising practices.
- Ad-hoc reporting and user-friendly analytics, with the ability to aggregate data within the program and across court types, in addition at a statewide level.
- Capacity to report degree and consistency of alignment with the NM Drug Court standards and other best practice expectations by court/program type (adult, DWI/DUI, juvenile, veterans, mental health, family dependency, tribal healing to wellness, etc.) with data aggregated at the court, district, and state levels.
- Ability to enhance the efficiency of the end users and compliment the coordination of data collection and information sharing among drug court team members.
- Compatibility across web browsers, e.g. Internet Explorer, Firefox, Google Chrome, Safari, and devices (desktops, laptops, tablets, phones, etc.)
- Timely Help Desk Support, HIPAA-compliant secure hosting with redundancy, minimal down time, functionality in rural and frontier communities with varying service needs.
- Software updates and maintenance as required.
- Ability to integrate with judicial court management system.

## D. PROCUREMENT MANAGER

1. The New Mexico Administrative Office of the Courts has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Eloisa Gonzales, Procurement Manager  
Address: 237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
Telephone: (505) 476-6199  
Fax: (505) 827-4824  
Email: aocexc@nmcourts.gov

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.

## E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**AOC**” means the Administrative Office of the Courts. The AOC is the entity sponsoring the Procurement action.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning 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. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“**Contractor**” means any business having a contract with a state agency or local public body.

**“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Desirable”** the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

**“IT”** means Information Technology.

**“Mandatory”** – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

**“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

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

**“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the

executive, legislative or judicial branch of the government of this state. "State agency" includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

**"Statement of Concurrence"** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.)

**"Unredacted"** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**"Written"** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	SPD	06-11-2019
2. Acknowledgement of Receipt	Potential Offerors	06-18-2019
3. Deadline to submit Questions	Potential Offerors	06-18-2019
5. Response to Written Questions	Procurement Manager	06-27-2019
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>07-31-2019</b>
7. Proposal Evaluation	Evaluation Committee	08-16-2019
8. Selection of Finalists	Evaluation Committee	08-19-2019
9. Oral Presentation(s)	Finalist Offerors	09-11-2019
10. Best and Final Offers	Finalist Offerors	09-20-2019
11. Finalize Contractual Agreements	AOC/Finalist Offerors	09-30-2019
12. Contract Awards	AOC/ Finalist Offerors	10-15-2019
13. Protest Deadline	SPD	10-30-2019

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Administrative Office of the Courts on June 17, 2019.

#### 2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the

organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on June 18, 2019.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement 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 written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

### **5. Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON July 31, 2019.** 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 address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the New Mexico Statewide Drug Court Information Management System, AOC-PSC-2019-001. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required AOC signature on the contract(s) resulting from the procurement has been obtained.

## **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **8. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

## **9. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant AOC Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

## **11. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the AOC Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant AOC Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and AOC, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. Pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Procurement 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 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Eloisa Gonzales, Procurement Manager  
237 Don Gaspar, RM 25  
Santa Fe, NM 87501

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

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

Potential 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 Factors contained in Section V of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual

agreement with AOC which may derive from this RFP. The AOC will make payments to only the prime contractor.

#### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the AOC, before any subcontractor is used during the term of this agreement.

#### **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. The AOC 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### **7. 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.

#### **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the AOC. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. 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.
- C. Confidential data is restricted to:
  1. confidential financial information concerning the Offeror's organization;

2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the AOC 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 so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **9. No Obligation**

This RFP in no manner obligates the AOC to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

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

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The AOC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

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

## 15. Contract Terms and Conditions

The contract between the AOC and a contractor will follow the format specified by the AOC and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The AOC discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the AOC (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 terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The AOC 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 Contract are not acceptable to the AOC 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 later 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 contained herein are **accepted** by the Offeror.

## 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the AOC. Please see Section II.C.15 for requirements.

## 17. 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 AOC

and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential 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.

## **19. 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 proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The AOC reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the AOC, adequately meeting the needs of the AOC.

## **21. Notice of Penalties**

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

## **22. AOC Rights**

The AOC in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or AOC contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the AOC.

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 procuring AOC's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the AOC, the Offeror acknowledges that the version maintained by the AOC shall govern.

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

### **31. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements 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. Offeror must further agree 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, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the AOC for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers;
    - or

- c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation

of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, ten (10) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
  - Proposals containing confidential information **must** be submitted as two separate binders:
    - **Unredacted** version for evaluation purposes
    - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, ten (10) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled section of the binder. **The electronic copy can NOT be emailed. Can be included in 1 binder but separate identified section.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### Technical Proposal:

1. Signed Letter of Transmittal
2. Table of Contents
3. Proposal Summary
4. Response to Contract Terms and Conditions
5. Offeror's Additional Terms and Conditions
6. Response to Specifications
  1. Organizational Experience
  2. Organizational References
  3. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
  4. Performance Surety Bond
  5. Signed Campaign Contribution Form
  6. New Mexico Preferences (If applicable)
7. Other Supporting Material (If applicable)
8. **Cost Proposal**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur in a separate section and include the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.



## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

Due to the challenges of outdated technology, business needs that exceed the capabilities of the system, and the system's inability to collect the necessary amount of data needed to accurately track participants and measure performance, the AOC Is looking for an Information Management System (IMS) for the Problem Solving Court programs throughout New Mexico. The IMS should be originally configured to capture necessary data points for drug court best practices, and configurable to specific requirements from the AOC. The IMS should be a web-based and have the ability to integrate with drug testing companies and other court applications.

The primary goals of the IMS will include but not be limited to:

- Capability to collect basic performance data on all specialty courts with expansion capacity to accommodate new, model, and innovative programs and emerging best practices unrelated to the traditional drug court model.
- Configurability to the drug court model by court and type of program.
- Ability to align with a business process reflecting the NM Drug Court Standards, **Appendix G**, and other problem solving court best and promising practices.
- Ad-hoc reporting and user-friendly analytics, with the ability to aggregate data within the program and across court types, in addition at a statewide level.
- Capacity to report degree and consistency of alignment with the NM Drug Court standards and other best practice expectations by court/program type (adult, juvenile, veterans, mental health, family dependency, etc.), with data aggregated at the court, district, and state levels.
- Ability to enhance the efficiency of the end users and compliment the coordination of data collection and information sharing among drug court team members.
- Compatibility across web browsers, e.g. Internet Explorer, Firefox, Google Chrome, Safari, and devices (desktops, laptops, tablets, phones, etc.)
- Timely Help Desk Support, HIPAA-compliant secure hosting with redundancy, minimal down time, functionality in rural and frontier communities with varying service speeds.
- Software updates and maintenance as required.
- Ability to integrate with judicial court management system.

It will be the responsibility of the offeror to perform the tasks necessary to implement the new problem solving court information management system including, but not limited to, the following:

1. Provide, configure, install, test and integrate a new problem solving court information management system.

2. Prepare a recommended solution for accessing data in the existing problem solving court database from the new one through a combination of full conversion and migration to the new system, conversion to summarized read-only data for historical reporting and comparison, and access to data in the old system, and then implement the solution.
3. Provide complete user, operation and system documentation for the new system.
4. Provide instructor-led, onsite training for administrative/clerical staff and IT staff in its operation, functions, and capabilities.
5. Provide train-the-trainer instructions for court staff to prepare them to train end-users. Provide end-user documentation and training materials that can be used by the court to conduct training.
6. Provide ongoing maintenance and support subsequent to going live.
7. Provide system-updated, new functionality releases.
8. Provide for the ability to readily interface with other applications in the future.
9. Specify the recommended technical environment including hardware and software required by the proposed system.

This RFP requests the planning, configuration, limited customization, installation, testing, implementation and training for a turnkey problem solving court information management system. The following additional tasks must be performed:

1. Design and implement standard reports.
2. Data conversion to the new system, including mapping, cross-walking of data, data clean up and reconciliation of data.
3. Maintenance and support for the system.
4. Identify resources to be allocated by the courts to complete the implementation process from project initiation to final go-live in a detailed Document of Understanding that specifically outlines what the proposer will provide and what the court is expected to provide including a solution roadmap.
5. Provide interfaces with existing outside drug testing companies, electronic monitoring services, screening and case planning solutions, and client/staff safety and compliance applications for efficiency.
6. Contractor shall provide project coordinator for the above items.

### **Functionality**

1. User account administration: AOC staff will be responsible for creating and maintaining user accounts including user ID's and roles assigned. Users will have the ability to change individual user account passwords.
2. User account security, access to the application and its functions, will be at the AOC, court, and role levels.
3. System configuration will be at the AOC, court, district, role, and user levels.
4. System administration: ability to maintain options available via drop down lists.
5. Dashboard view of court participants with appropriate filters.
6. Assignment of participant to court staff, e.g. judge, coordinator, case manager, treatment provider and counselor, surveillance officer and/or probation officer.

7. Intuitive case set-up and management with non-duplicative data entry and ease of navigation.
8. Activity workflow: user/staff notification of required action triggered by prior activity regarding a program participant. Include anticipated time to complete.
9. Event calendar
10. Capture referral source.
11. Track disposition of referral, i.e. screened, accepted, rejected with reason for rejection.
12. Document management with the ability to upload/scan external documents and associate external documents to a program participant.
13. Transfer of participant between programs. All programs with which the participant has been associated will have access, with appropriate permissions, to participant records in the information management system.
14. Group/bulk/batch action: the ability to apply the same activity to a group of court participants, e.g. assign drug test color, group treatment notes, other notes, set court dates and assess fees.
15. Ability to include a participant photo.
16. Capture participant demographics, date of birth, age, gender, race, ethnicity, marital status.
17. Capture physical attributes including eye and hair color, height, weight, and distinctive markings.
18. Capture driver's license number with state issued.
19. Capture participant contact information.
20. Capture military service.
21. Education: track education history, schools attended, certifications and diplomas acquired, including hours completed toward a GED.
22. Employment: track employment history by type, with employer and salary information.
23. Criminal history: track drug court eligible charges, prior and subsequent arrests/convictions, with sentence, probation officer and felony/misdemeanor status. Capture age of first arrest. Track charge disposition at participant exit.
24. Clinical history: track drug court eligible charges, drug used and frequency of use, age at onset of drug use. Include diagnoses of substance abuse and mental health issues, and prior drug court participation.
25. Medical history: track communicable diseases, prescribed medicines, health insurance and medical exams, Medicaid eligibility.
26. Social history: track living circumstances, positive and negative social ties, arrest history of household members, emergency contact.
27. Track social services eligibility, certification date, and current status, e.g., TANF (temporary assistance for needy families), SSI, Medicaid/Medicare, etc.
28. Capture information regarding children, custody status, and child support (paying or receiving).
29. Track pregnancies while participating, including birth results, drug dependency or not.
30. Allow for the ability to assign a drug test color used as a random drug test-scheduling tool.
31. Track drug screen history: test date, drugs tested, drug test type, results, numeric values and cut-off levels.

32. Incorporate risk/need assessment tools and results, with related ability for case planning, e.g., capability to prepare a treatment plan stating diagnosis, objectives, goals, and methods. Include completion/discharge status. Allow for the ability to print a treatment plan suitable for presentation to a licensing authority.
33. Track treatment sessions including date, length, session type and modality, attendance of participant and others, and session description. Include as a group action for group attendees.
34. Fee processing: track fees by type and payment, replicate fees into the future, assign fees to multiple participants via a group action.
35. Community service: track community service location, hours assigned and hours worked, whether as a participation requirement or sanction.
36. Track incentives awarded and sanctions imposed with reason for each.
37. Track jail days imposed as sanctions.
38. Track curfew and home arrest.
39. Document staffing and court hearings including staff recommendations for responses to behavior.
40. Track and report staffing decisions and court responses to behavior, e.g. phase promotion/demotion, graduation/termination, sanctions, incentives, and therapeutic adjustments. Ideally, this could be completed at one location within the information management system.
41. Provide a means for team collaboration and communication.
42. Track participant progress: phase promotion/demotion, completion/exit status, and temporary inactive status due to incarceration or admission to an in-patient treatment facility.
43. Allow for post-exit survey, documenting quality of life, employment, education, marital and child custody status.
44. Track negative drug use days.
45. Integrate with communication technology to send texts, emails, etc. to team and participants.
46. Provide a hosted, secure, multi-user, collaborative space.
47. Ability to survey participants and team members and analyze results.
48. Provide a participant portal/dashboard with progress reports, reminders, schedule, treatment plan/goals, health metrics, etc.

### **Case Management System Reporting Requirements**

1. Reporting capability should allow for aggregation within the problem solving court programs, and across court types, as well as at a statewide level with the AOC.
2. There should be at least two levels of reporting, the first for the AOC administrative staff which would facilitate reporting from all problem solving courts, and the second would be restricted by problem solving court, program or staff member.
3. Allow report results to be exported to formats including Microsoft Excel, Word, csv and pdf.
4. Where appropriate, reports should be for an individual participant or group of participants, selected from a participant list.

5. Where appropriate, reports should allow for key criteria selection.
  6. Participant roster: by problem solving court program, status, phase, gender and case manager, with the option to specify specific criteria. Report should include participant name, case number, admit date, phase, status and status date, gender, race and ethnicity, judge and coordinator/probation officer assigned, driver's license number, contact phone number.
  7. Participant summary report to include: participant photo, name, date of birth, age, phase and date entered phase, coordinator/probation officer, current education and employment status, drug of choice, most recent drug tests, most recent incentives awarded and sanctions imposed, prior court hearing date and associated court report, curfew imposed, fee balance, community service hours outstanding, treatment plan type, treatment counselor, staff recommendations.
  8. Participant screening report. Participant summary report at time of screening.
  9. Risk Assessment report.
  10. Participant treatment plan report to include treatment plan components, diagnosis, goals, objectives, methods, status and discharge data.
  11. Participant treatment progress notes to include session date and length, session type, counselor, and session description.
  12. Participant drug test history to include test date, panel size, drugs tested and results. Include participant phase.
  13. Fees report. Include fee type and date, amount assessed, payments applied with payment date. Include outstanding fees balance.
  14. Fees aging report to include outstanding fees by client at a point in time, with breakdown of fees outstanding for 0-30 days, 30-60 days, 60-90 days, and over 90 days.
  15. Community service report to include assignment location and hours, hours worked and hours outstanding.
  16. Participation report to include participant admit date, phase history with date and time in phase, and time in program.
  17. Post-exit Survey.
  18. Reporting should facilitate performance monitoring, as suggested by national organizations for a population over a given time period.
  19. Ability to provide process evaluation metrics for reviews based on the NM Drug Court Standards.
  20. Ability to provide baseline standard reporting of all current NM performance measures.
- Appendix H**

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offerors **must**:

- a) provide a 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 integrated case management systems. All integrated case management systems provided to private sector will also be considered;

- b) indicate how many integrated case management systems have been installed in the last two years and what percentage of business revenue is derived from integrated case management systems engagements;
- c) describe at least two project successes and failures of an integrated case management system engagement. Include how each experience improved the Offeror's services.

## 2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **July 31, 2019** for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

### **3. Specifications**

All specifications in the scope of work must be responded to in the proposal as either:

I = Included

E = Enhancement

N = Not included

And must also include a response to how the Offeror will provide the requested service.

### **4. Desirable Specification**

How will the Offeror ensure the goals of this RFP are met in each of the following areas?

- Capability to collect basic performance data on all specialty courts with expansion capacity to accommodate new, model, and innovative programs and emerging best practices unrelated to the traditional drug court model.
- Configurability to the drug court model by court and type of program.
- Ability to align with a business process reflecting the NM Drug Court Standards and other problem solving court best and promising practices.
- Ad-hoc reporting and user-friendly analytics, with the ability to aggregate data within the program and across court types, in addition at a statewide level.
- Capacity to report degree and consistency of alignment with the NM Drug Court standards and other best practice expectations by court/program type (adult, DWI/DUI, juvenile, veterans, mental health, family dependency, tribal healing to wellness, etc.) with data aggregated at the court, district, and state levels.
- Ability to enhance the efficiency of the end users and compliment the coordination of data collection and information sharing among drug court team members.
- Compatibility across web browsers, e.g. Internet Explorer, Firefox, Google Chrome, Safari, and devices (desktops, laptops, tablets, phones, etc.)
- Timely Help Desk Support, HIPAA-compliant secure hosting with redundancy, minimal down time, functionality in rural and frontier communities with varying service needs.
- Software updates and maintenance as required.
- Ability to integrate with judicial court management system.

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

## **2. Performance Surety Bond**

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

## **3. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

## **4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

## **5. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal. Proposal should include implementation, maintenance, licensure and all other costs associated with this RFP.

## **6. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	15 pts
B. 2. Organizational References	15 pts
B. 4. Mandatory Specification	90 pts
B. 5. Desirable Specification	10 pts
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	20 pts
<b>TOTAL</b>	<b>150 pts</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. **15 points**

#### 2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points. **15 points**

#### 3. B.4 Mandatory Specifications

Completed Scope of Work Response Chart. **90 points**

**4. B.5 Desirable Specifications**

Response to goals of the RFP. **10 points**

**5. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.2 Performance Bond (See Table 1)**

If required. Pass/Fail only. No points assigned.

**7. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**8. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**9. C.5 Cost (See Table 1)**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{-----}} \times \text{Available Award Points}$$

This Offeror’s Bid

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

## APPENDIX A

### REQUEST FOR PROPOSAL

New Mexico Statewide Drug Court Information Management System  
AOC-PSC-001

### ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **3:00 MST on June 17, 2019** 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.

Eloisa Gonzales, Procurement Manager  
NM Statewide Drug Court Information Management System  
AOC-PSC-001  
237 Don Gaspar, RM 25  
Santa Fe, NM 87501  
Fax: 505-827-4800  
E-mail: aocexc@nmcourts.gov

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **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.

“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) \_\_\_\_\_  
\_\_\_\_\_

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)

**APPENDIX C**  
**SAMPLE CONTRACT**

**STATE OF NEW MEXICO**  
**COURT**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this **XX day of 2018** by and between the **Court**, hereinafter referred to as **XX** and **XX**, hereinafter referred to as the "Contractor."

**ADDRESS OF CONTRACTOR:**

**PHONE NUMBER OF CONTRACTOR:**

**E-MAIL ADDRESS:**

**RECITALS (optional)**

WHEREAS clauses, if applicable

NOW THEREFORE, in consideration of the mutual premises and benefits contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Work.

**To Be Determined based on RFP**

2. Compensation.

A. The **COURT** shall pay the Contractor in full for services satisfactorily performed compensation computed at the rate of **XX** per hour, plus reimbursement of reasonable and necessary travel expenses if necessary, such compensation not to exceed **XX**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the **COURT** to the Contractor. The total compensation is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for

the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the COURT when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Monthly invoices shall be submitted to the COURT no later than fifteen (15) days after the end of the month. Invoices shall document XX. All invoices MUST BE received by the COURT 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.

C. If the COURT finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the COURT that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the COURT shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT runs from XXX, until XXX unless terminated pursuant to paragraph 4 (Termination). 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.

4. Termination.

A. This Agreement may be terminated by either of the parties 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 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 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**:

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.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO  
COURT**

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

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

**CONTRACTOR**

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

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrative Office of the Courts

## APPENDIX D

### COST RESPONSE FORM

#### Sample Below

**(Buyers note: Ensure statutory requirements of NMSA 1978, § 13-1-150 regarding Multi Term Contracts limits are complied with when establishing Pricing/Term periods or extension pricing)**

Description	Type	Quantity	Cost per Item

**Example Format:** Base Period: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$  
(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in

Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$\_\_\_\_\_

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

**APPENDIX E**  
**Letter of Transmittal Form**

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

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_  
Authorized Signature

(Must be signed by the person identified in item #2, above.)

\_\_\_\_\_  
Date

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: **Eloisa Gonzales, Procurement Manager, 237 Don Gaspar, RM 25, Santa Fe, NM 87507 or [aocexc@nmcourts.gov](mailto:aocexc@nmcourts.gov) by July 31, 2019** for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # AOC-PSC-001**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico Administrative Office of the Courts via facsimile or e-mail at:

Name: Eloisa Gonzales, Procurement Manager  
Address: 237 Don Gaspar, RM 25  
Santa Fe, NM 87501

Telephone: 505-476-6199  
Fax: 505-827-4825  
Email: aocexc@nmcourts.gov

no later than **July 31, 2019** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

## **APPENDIX G**

### **New Mexico Drug Court Standards**

The New Mexico Drug Court Standards as approved by the Supreme Court of the State of New Mexico can be found at the following link:

[www.nmcourts.gov/Problem-Solving-Courts/new-mexico-drug-court-standards.aspx](http://www.nmcourts.gov/Problem-Solving-Courts/new-mexico-drug-court-standards.aspx)

## **APPENDIX H**

### **NM Performance Measures**

#### **High Risk - High Need**

- How many are screened as HR/HN and how many are actually accepted into the program?

#### **Medicaid Information**

- Are treatment providers Medicaid certified? Are they required to be certified to contract with the court? Do they bill Medicaid first? How many participants are Medicaid eligible? What amount was billed to Medicaid? What amount was paid by Medicaid?

#### **Three-Year Recidivism Rate**

#### **Participant Jail Time Cost**

- How much does it cost to jail a participant as opposed to another sanction?

#### **Graduation Rate**

#### **Retention Rate**

#### **Cost-per-Client-per-Day**

#### **Employment Rate (Adults Only)**

#### **Educational Attainment Rate (Juveniles Only)**

#### **Number of Days to Process Referrals to Drug Court**

#### **Number of Drug Free Babies Born**