

**STATE PURCHASING DIVISION  
OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
THE FIRST JUDICIAL DISTRICT COURT**

**REQUEST FOR PROPOSALS (RFP)**

**Criminal Justice Coordinating Council Coordinator**



**RFP#**  
DTJ-2024-003

RFP Release Date: March 29, 2024

Proposal Due Date: April 26, 2024

# Table of Contents

<b>I. INTRODUCTION.....</b>	<b>1</b>
A.    PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B.    BACKGROUND INFORMATION .....	1
C.    SUMMARY OF SCOPE OF WORK .....	1
D.    PROCUREMENT MANAGER.....	2
E.    PROPOSAL DELIVERY .....	2
F.    DEFINITION OF TERMINOLOGY.....	2
G.    PROCUREMENT LIBRARY .....	6
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>7</b>
A.    SEQUENCE OF EVENTS .....	7
B.    EXPLANATION OF EVENTS .....	7
1.    Issue RFP .....	7
2.    Acknowledgement of Receipt Form .....	8
3.    Pre-Proposal Conference .....	8
4.    Deadline to Submit Written Questions .....	9
5.    Response to Written Questions .....	9
6.    Submission of Proposal.....	9
7.    Proposal Evaluation.....	10
8.    Selection of Finalists .....	10
9.    Finalize Contractual Agreements.....	10
10.    Contract Awards .....	10
11.    Protest Deadline .....	10
C.    GENERAL REQUIREMENTS.....	11
1.    Acceptance of Conditions Governing the Procurement.....	11
2.    Incurring Cost.....	11
3.    Prime Contractor Responsibility .....	11
4.    Subcontractors/Consent .....	11
5.    Amended Proposals .....	11
6.    Offeror’s Rights to Withdraw Proposal.....	11
7.    Proposal Offer Firm.....	12
8.    Disclosure of Proposal Contents .....	12
9.    No Obligation.....	12
10.    Termination .....	12
11.    Sufficient Appropriation.....	12
12.    Legal Review .....	13
13.    Governing Law .....	13
14.    Basis for Proposal .....	13
15.    Contract Terms and Conditions .....	13
16.    Offeror’s Terms and Conditions.....	14
17.    Contract Deviations .....	14
18.    Offeror Qualifications .....	14
19.    Right to Waive Minor Irregularities.....	14
20.    Change in Contractor Representatives .....	14
21.    Notice of Penalties.....	14
22.    Agency Rights .....	14
23.    Right to Publish.....	15

24. Ownership of Proposals .....	15
25. Confidentiality .....	15
26. Electronic mail address required .....	15
27. Use of Electronic Versions of this RFP .....	15
28. New Mexico Employees Health Coverage .....	15
29. Campaign Contribution Disclosure Form .....	16
30. Letter of Transmittal .....	16
31. Disclosure Regarding Responsibility .....	17
32. New Mexico/Native American Resident Preferences .....	18
<b>III. RESPONSE FORMAT AND ORGANIZATION .....</b>	<b>20</b>
A. NUMBER OF RESPONSES .....	20
B. NUMBER OF COPIES .....	20
1. Hard Copy Responses.....	20
C. PROPOSAL FORMAT .....	21
1. Proposal Content and Organization .....	21
<b>IV. SPECIFICATIONS.....</b>	<b>23</b>
A. DETAILED SCOPE OF WORK .....	23
B. TECHNICAL SPECIFICATIONS.....	24
1. Organizational Experience.....	25
2. Organizational References.....	25
3. Mandatory Specification.....	26
4. Desirable Specification.....	26
C. BUSINESS SPECIFICATIONS .....	27
1. Letter of Transmittal Form.....	27
2. Campaign Contribution Disclosure Form .....	28
3. Cost.....	28
4. Resident Business or Resident Veterans Preference .....	28
<b>V. EVALUATION.....</b>	<b>29</b>
A. EVALUATION POINT SUMMARY .....	29
B. EVALUATION FACTORS .....	29
1. B.1 Organizational Experience (See Table 1) .....	29
2. B.2 Organizational References (See Table 1).....	29
3. B.4 Mandatory Specifications .....	30
4. B.5 Desirable Specifications .....	30
5. C.3 Letter of Transmittal (See Table 1) .....	31
6. C.4 Campaign Contribution Disclosure Form (See Table 1).....	31
7. C.6 Cost (See Table 1) .....	31
8. C.7. New Mexico Preferences .....	31
C. EVALUATION PROCESS .....	31
<b>APPENDIX B .....</b>	<b>34</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....</b>	<b>34</b>
<b>APPENDIX C .....</b>	<b>37</b>
<b>DRAFT CONTRACT.....</b>	<b>37</b>
<b>APPENDIX D.....</b>	<b>38</b>
<b>COST RESPONSE FORM .....</b>	<b>38</b>
<b>APPENDIX E .....</b>	<b>39</b>

<b>LETTER OF TRANSMITTAL FORM .....</b>	<b>39</b>
<b>APPENDIX F .....</b>	<b>41</b>
<b>ORGANIZATIONAL REFERENCE QUESTIONNAIRE .....</b>	<b>41</b>

# **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 for the procurement of professional services (program management and planning) to advance the work of the First Judicial District’s Criminal Justice Coordinating Council.

## **B. BACKGROUND INFORMATION**

The First Judicial District Court is directed by NMSA 1978, Section 31-28-3(B) to convene a criminal justice coordinating council (“CJCC”). The First Judicial District CJCC has expanded its impact over the last year and a half, and needs a dedicated staff person to direct the work of the CJCC. The New Mexico Sentencing Commission awarded the First Judicial District CJCC a grant for the purpose of hiring such a staff person as part of the Sentencing Commission’s duties under the Crime Reduction Grant Act. NMSA 1978, § 31-28-1 to NMSA 1978, § 31-28-7 (2023).

## **C. SUMMARY OF SCOPE OF WORK**

Under the general direction of the Chairs and Vice Chairs of the CJCC the CJCC Coordinator will coordinate and implement criminal justice system initiatives, policies and programs in partnership the First Judicial District CJCC and with local criminal justice stakeholders to improve efficiency, fairness, and effectiveness of the criminal justice system. Identified goals of the group include the following:

1. Reduce the jail population.
2. Support effective alternatives to incarceration, consistent with community safety;
3. Identify, promote and drive application of best practices in criminal justice operations consistent with County goals;
4. Engage all partners in the First Judicial District’s criminal justice system;
5. Identify and support opportunities for reducing recidivism;
6. Develop interventions and evidence based community based programs that divert individuals from the criminal justice system in behavioral health programs.

This RFP will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

## D. PROCUREMENT MANAGER

The First Judicial District Court 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: Kateri Eisenberg, Procurement Manager  
Telephone: (505) 455-8252  
Email: Sfedkhe@nmcourts.gov

1. **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. Other state/agency employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

Name: Bob Baca, Protest Manager  
Telephone: (505) 455-8195  
Email: sfedbjb@nmcourts.gov

## E. PROPOSAL DELIVERY

*All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:*

*Name: Kateri Eisenberg  
Reference RFP Name: Criminal Justice Coordinating Council Coordinator  
Address: 225 Montezuma Ave.  
Santa Fe, NM 85701*

## F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the First Judicial District Court, or the Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**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 §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**CJCC**” means Criminal Justice Coordinating Council; justice system stakeholders who are convened to meet to address issues within the criminal justice system under NMSA 1978, Section 31-28-3(B).
9. “**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.
10. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
11. “**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.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. “**FJDC**” means, First Judicial District Court.
16. “**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, as explained in Section II.B.8.
17. “**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.
18. “**IT**” means Information Technology.
19. “**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 may result in the rejection of the Offeror’s proposal.
20. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**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.
23. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
24. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
25. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978



and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

26. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
27. **“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.
28. **“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.
29. **“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 Agency 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.
30. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
31. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
32. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
33. **“State (the State)”** means the State of New Mexico.
34. **“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.
35. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.

36. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. **“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.
38. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

### **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

<https://nmcourts.gov/court-administration/request-for-proposals/>

<https://firstdistrict.nmcourts.gov/services-programs/financial-services/>

Other relevant links:

<https://jmijustice.org/nncjcc/>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	FJDC	March 29, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	April 12, 2024
3. Pre-Proposal Conference	Agency	April 12, 2024
4. Deadline to submit Written Questions	Potential Offerors	April 15, 2024
5. Response to Written Questions	Procurement Manager	April 17, 2024
<b>6. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b>April 26, 2024</b>
7.* Proposal Evaluation	Evaluation Committee	April 30 to May 1 2024
8.* Selection of Finalists	Evaluation Committee	May 2, 2024
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	May 3 to May 9, 2024
10.* Contract Awards	Agency/ Finalist Offerors	May 10, 2024
11.* Protest Deadline	SPD	May 25, 2024

\* Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

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

#### 1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico First Judicial District Court on March 29, 2024.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Purchasing Agent, Kateri Eisenberg Sfedkhe@nmcourts.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Purchasing Agent by 5:00 pm MST/ MDT on April 12, 2024.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning on April 12, 2024 at 12:00 pm MST/MDT via Zoom meeting.

Topic: Pre-Proposal Conference for RFP #  
Join Zoom Meeting  
<https://us06web.zoom.us/j/85124143325>

Meeting ID: 851 2414 3325

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One tap mobile  
+12532158782,,85124143325# US (Tacoma)  
+13462487799,,85124143325# US (Houston)

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Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US

Meeting ID: 851 2414 3325

Find your local number: <https://us06web.zoom.us/j/kcy11SXd90>

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

#### **4. 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 April 15, 2024 at 5:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.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.

#### **5. Response to Written Questions**

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:  
<https://nmcourts.gov/court-administration/request-for-proposals/>

#### **6. Submission of Proposal**

At this time, both electronic and hard-copy proposal submission is allowed.

Electronic proposals may NOT be submitted by email, other electronic means such as USB or Compact Disk will be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, 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 state agency signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, 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.

## **8. 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 thereafter. Finalists will be comprised of up to Three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

## **9. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **10. Contract Awards**

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Agency approval.

## **11. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT 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 directed to:

Bob Baca  
Sfedbjb@nmcourts.gov

## **PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED**

### **C. GENERAL REQUIREMENTS**

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

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

#### **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 a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

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

The use of subcontractors is not 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 agency awarding any resultant contract, 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. **Agency 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, 1.4.1.5 & 1.4.1.36 NMAC.

## **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for thirty (30) days after the due date for receipt of proposals or ninety (45) 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**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates the FJDC 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 Agency 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 affected by sending



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

## **12. Legal Review**

The Agency 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 Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft 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 Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (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 Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency 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 Agency. 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 Agency 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 §13-1-83 and §13-1-85, NMSA 1978.

#### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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 Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

#### **21. Notice of Penalties**

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

#### **22. Agency Rights**

The Agency 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 agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

### **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 Agency.

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 Agency'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 agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://nmcourts.gov/court-administration/request-for-proposals/>

### **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 Agency 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 <https://bewellnm.com>.
- 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 Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and

5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner,

or a person having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is 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.

### **32. New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

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

**The New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.**

### 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 proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each 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 according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB/CD and CANNOT be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
  - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
    - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
    - ONE (1) additional **redacted** (def. Section 1.F.26) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as



“REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.;

- b) **Cost Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB/CD and CANNOT be emailed.**

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 COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content 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 proposal:

### 1. Proposal Content and Organization

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)

6. Offeror's Additional Terms and Conditions (from Section II.C.16 )
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience
  - b. Organizational References
  - c. Mandatory Specification
  - d. Desirable Specification
  - e. Financial Stability –(Financial information considered confidential, as defined in Section I.F.5 and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i, as applicable)
  - f. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

#### **SCOPE OF WORK: CRIMINAL JUSTICE COORDINATING COUNCIL (CJCC) COORDINATOR**

Under the general direction of the Chairs and Vice Chairs of the Criminal Justice Coordinating Council (CJCC), the CJCC Coordinator will coordinate and implement criminal justice system initiatives, policies and programs in partnership the First Judicial District CJCC and with local criminal justice stakeholders to improve efficiency, fairness, and effectiveness of the criminal justice system. Identified goals of the group include the following:

1. Reduce the jail population.
2. Support effective alternatives to incarceration, consistent with community safety;
3. Identify, promote and drive application of best practices in criminal justice operations consistent with County goals;
4. Engage all partners in the First Judicial District's criminal justice system;
5. Identify and support opportunities for reducing recidivism;
6. Develop interventions and evidence based community based programs that divert individuals from the criminal justice system in behavioral health programs.

#### **1. CONTRACTOR'S SCOPE OF SERVICES**

##### **A. The Contractor shall:**

1. Provide significant support to the First Judicial Criminal Justice Coordinating Council in the form of policy analysis, research in best practices, and oversight of data collection and analysis;
2. Assist in facilitating CJCC subcommittees and other meetings of stakeholders as needed to pursue CJCC initiatives.
3. Research potential reform strategies and evaluate appropriate use in the First Judicial District.
4. Coordinate with management on jail population management plan updates, strategies to achieve plan objectives and prioritize plan efforts.
5. Work with criminal justice partners to identify effective intercepts between the criminal justice system and the behavioral health system and coordinate with the proper parties as needed to create those intercepts.

6. Seek funding to support community based behavioral health supports that reduce the need for incarceration.
7. Work with County personnel and criminal justice stakeholders to identify technology initiatives including data integration that will improve the operation of the criminal justice system.
8. Facilitate access to external resources to inform, develop and implement crime reduction methods, and criminal justice reforms.
9. Promote relationships with community agencies to develop collaborative initiatives focused on criminal justice reforms, public safety and behavioral health.
10. Identify relevant grant and technical assistance opportunities and prepare applications, proposals, and required reporting.
11. Assist in the negotiation, processing, and oversight of criminal justice system contracts with the Counties.
12. Assist in the development of MOU's, bylaws, and other governing documents.
13. Coordinate the development and implementation of a Strategic Plan.
14. Assist in bringing the First Judicial CJCC up to the standards presented by the National Institute of Corrections, and the Justice Management Institute so that the CJCC becomes a sturdy institution in the First Judicial District.
15. Assist with other criminal justice reform initiatives as agreed upon.
16. Perform other job related duties as required or assigned.

## **B. TECHNICAL SPECIFICATIONS**

Bachelor's Degree in Criminology, Sociology, Public Administration, Health Administration, or closely related fields, plus experience in criminology, sociology, public administration, technology, social work, law or related experience.

Employee must have a valid New Mexico driver's license by employment date and maintain a valid New Mexico driver's license while employed in this position.

Possess the technical skills required for planning, communicating, implementing and evaluating criminal justice initiatives.

Ability to communicate effectively, in both oral and written English and to develop and present information to diverse audiences at the community level.

Ability to learn and apply the criminal code and other relevant laws and regulations.

Ability to maintain effective relationships with funding agencies, councils and the general public.

Ability to access and communicate project effectiveness utilizing appropriate evaluation methodologies including process and outcome methods.

## 1. Organizational Experience

Offeror **must**:

- a) Provide a brief description of relevant corporate experience with the state government and private sector. 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 project management or coordination services. All facilitation or coordination services provided to private sector will also be considered;
- b) Describe at least one project success and one failure of a project management or coordination services engagement. Include how each experience improved the Offeror's services.

## 2. Organizational References

Offeror must provide a list of a minimum of one (1) external references from similar projects/programs performed for private, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

### **3. Mandatory Specification**

Bachelor's Degree in Criminology, Sociology, Public Administration, Health Administration, or closely related fields.

Certain items in the scope of work require formally taught research and writing skills. For example: the scope of work requires grant writing, and the ability to research potential justice system reform strategies. These skills are often learned through undergraduate and graduate level education programs.

At least 2 years of experience in criminology, sociology, public administration, technology, social work, law, or other related experience.

The Offeror will need to have a working understanding of the key stakeholders in the justice system, and how their interactions influence policy considerations for the CJCC.

For example, the Scope of Work requires the Offeror to "promote relationships with community agencies to develop collaborative initiatives focused on criminal justice reforms, public safety and behavioral health."

### **4. Desirable Specification**

1. Have research skills, and skills in data collection and analysis.

This specification can be demonstrated by providing examples of databases or research methods the Offeror has used in the past. The Offeror can also provide a description of methodologies used by the Offeror to conduct research or to analyze data. If the Offeror has published research the Offeror may include published research to demonstrate they possess this specification.

2. Demonstrate awareness of the Open Meetings Act and the Crime Reduction Grant Act

Offeror may demonstrate this specification by showing participation in a committee/organization/council/body or other public group that is required to abide by the Open Meetings Act. Offeror may also show their participation in a CJCC or describe how they have previously worked with an organization in connection to the Crime Reduction Grant Act.

3. Demonstrate skills in administration of an office or other leadership skills

Offeror can demonstrate this specification by providing a description of previous management experience.

4. Demonstrate experience participating on a committee, board, or other formal meeting group.

Similarly to desirable specification (2) demonstrate participation on a committee, board or other formal meeting group. This board/committee/group does not need to be subject to the Open Meetings Act.

5. Demonstrate experience in grant writing or other competitive funding acquisition types.

Offeror can demonstrate this specification by providing a writing sample of a previous grant or formal request for funding, written by Offeror.

6. Demonstrate familiarity with justice system stakeholders and their relationships with one another.

Offeror can demonstrate this specification by providing a brief description of a time that Offeror worked with multiple justice system stakeholders to address an issues in the justice system.

7. Demonstrate familiarity with best practices within the justice system.

Offeror can demonstrate this specification by providing examples of trainings they have attended that addressed evidence based practices in the justice system, or by providing a brief description of the evidence based practices that Offeror is experienced with and how Offeror follows those practices in their professional capacity.

8. Demonstrate familiarity with administrative work and exhibit professionalism.

Offeror can demonstrate this specification by providing a brief statement on Offerors approach to organization or workflow. Offeror may also provide a brief description of their professional identity and professional values.

## **C. BUSINESS SPECIFICATIONS**

### **1. 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. **Failure to submit a signed form will result in Offeror's disqualification.**

**2. 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). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

**3. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured using the formula below:

$$\frac{\text{Lowest Responsive Offeror’s Cost}}{\text{Each Offeror’s Cost}} \times \text{Available Award Points}$$

**4. Resident Business or Resident Veterans Preference**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.



## 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>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>A. Technical Specifications (## Total Points)</b>	
B. 1. Organizational Experience	100
B. 2. Organizational References	100
B. 3. Mandatory Specification	200
B. 4. Desirable Specification	400
<b>B. Business Specifications (## Total Points)</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	300
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>
C.6. New Mexico / Native American Resident Preference	<b>80</b>
C.6. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	<b>100</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

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

100 Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, 50 points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

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

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to the total 100 points for this category. Lack of a response will receive zero (0) points.

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 Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

### **3. B.4 Mandatory Specifications**

Bachelor's Degree in Criminology, Sociology, Public Administration, Health Administration, or closely related fields. 100 points will be awarded for a response to this specification. A lack of response, or a response indicating less than the required education level will receive zero (0) points and will remove the proposal from consideration.

At least 2 years of experience in criminology, sociology, public administration, technology, social work, law, or other related experience. 100 points will be awarded for a response to this specification. A lack of response, or a response indicating less than the required experience level will receive zero (0) points and will remove the proposal from consideration.

### **4. B.5 Desirable Specifications**

1. Have research skills, and skills in data collection and analysis.

Up to 50 points will be awarded for this response. No response will receive (0) zero points.

2. Demonstrate awareness of the Open Meetings Act and the Crime Reduction Grant Act

Up to 50 points will be awarded for this response. No response will receive (0) zero points.

3. Demonstrate skills in administration of an office or other leadership skills

Up to 50 points will be awarded for this response. No response will receive (0) zero points.

4. Demonstrate experience participating on a committee, board, or other formal meeting group. Up to 50 points will be awarded for this response. No response will receive (0) zero points.

5. Demonstrate experience in grant writing or other competitive funding acquisition types.

Up to 50 points will be awarded for this response. No response will receive (0) zero points.

6. Demonstrate familiarity with justice system stakeholders and their relationships with one another. Up to 50 points will be awarded for this response. No response will receive (0) zero points.

7. Demonstrate familiarity with best practices within the justice system. Up to 50 points will be awarded for this response. No response will receive (0) zero points.

8. Demonstrate familiarity with administrative work and exhibit professionalism. Up to 50 points will be awarded for this response. No response will receive (0) zero points.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

**7. C.6 Cost (See Table 1)**

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

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**8. C.7. New Mexico Preferences**

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

**New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**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. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). 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

## REQUEST FOR PROPOSAL

**Criminal Justice Coordinating Council Coordinator  
DTJ-2024-003**

### ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

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

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

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

**Submit Acknowledgement of Receipt Form to:**

To: Kateri Eisenberg

E-mail: Sfedkhe@nmcourts.gov

Subject Line: Criminal Justice Coordinating Council Coordinator

DTJ-2024-003

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

**Name(s) of Applicable Public Official(s) if any:** Chief Judge Bryan Biedscheid, Judge Mary Marlowe Sommer; Judge T. Glen Ellington; Judge Jason Lidyard

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



**APPENDIX C**  
**DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract/price agreement the Agency intends to use to make an award/awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.**

## APPENDIX D

### COST RESPONSE FORM

Example Cost Form

Date	Hours	Rate	Total Amount (Rate x Hours)	Description Of Work Performed

The FDJC will not pay any additional charges outside of the hourly rate provided by the Offeror.  
 The Costs paid by the FJDC are limited to eighty (80) hours per two week billing period.

Contractor may submit a total cost to perform the items specified in the scope of work, inclusive of nmgrt for a contract length of 12 months. In the alternative, Contractor may provide their hourly rates using the example chart. Contractor must choose only one of the two options.

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

## ***APPENDIX E***

### ***Letter of Transmittal Form***

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

**RFP#: DTJ-2024-003**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

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

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

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

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

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

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

No.  
 Yes. Identify entity/-ies: \_\_\_\_\_

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

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

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

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

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of one (1) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Kateri Eisenberg ([Sfedkhe@nmcourts.gov](mailto:Sfedkhe@nmcourts.gov)) by April 26, 2024 at 5:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # DTJ-2024-003**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

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

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, First Judicial District Court via e-mail at:

Name: Kateri Eisenberg  
Email: Sfedkhe@nmcourts.gov

Forms must be submitted no later than 5:00 pm MST/MDT on April 26, 2024, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico Procurement Manager at [Sfedkhe@nmcourts.gov](mailto:Sfedkhe@nmcourts.gov) or (505)455-8252. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	

QUESTIONS:

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

COMMENTS:

2. How would you rate this individual's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the individual'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 or written materials produced by this individual?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

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

COMMENTS:

6. How satisfied are/were you with the projects led by the individual?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this individual's work are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this individual's work are/were you least satisfied?

COMMENTS:

10. Would you recommend this individual's services to your organization again?

COMMENTS: