

Thirteenth Judicial District Court



STATE OF NEW MEXICO

Request for Proposals for:

Treatment Court – Treatment Provider Services

13th Judicial District Court

Valencia, Cibola, and Sandoval Counties

RFP NUMBER: 2026-02

Date of Issuance:

April 24, 2026

Proposal Deadline:

May 25, 2026

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

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BACKGROUND INFORMATION

The Thirteenth Judicial District Court (TJDC) is comprised of three counties: Cibola, Sandoval, and Valencia, with district court locations in Grants, Bernalillo, and Los Lunas and magistrate court locations in Grants, Bernalillo, Cuba, Los Lunas and Belen. The TJDC includes multiple treatment courts in each county and at several but not all of the district and magistrate court locations, as listed below.

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish one or more contracts in the district through competitive negotiations for the procurement of Treatment Provider treatment services for the TJDC's Treatment Courts. Separate contracts will be established with individual treatment courts, however, one provider may propose to provide services to multiple treatment courts and in multiple counties and receive multiple contracts. In the alternative, a provider may propose to provide services to a single treatment court. Whether multiple contracts for multiple treatment courts will be entered into with a single service provider is at the discretion of the TJDC in response to the proposals, and the court may decline to enter into any contracts.

Treatment Courts requiring FY 27 provider services are listed below. These treatment courts may or may not contract with treatment providers in response to this RFP.

Sandoval County District Court, Bernalillo NM

Sandoval County Adult Treatment Court

Sandoval County Mental Health Court

Valencia County District Court, Los Lunas, NM

Valencia County Adult Treatment Court

Valencia County Juvenile Treatment Court

Los Lunas Magistrate Court, Los Lunas, NM

Valencia County Magistrate DWI Treatment Court

Cibola County District Court, Grants, NM

Cibola County Adult Treatment Court

Cibola County Juvenile Treatment Court

SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issue RFP	TJDC	April 24, 2026
2. Acknowledgement of Receipt	Offerors	May 1, 2026
3. Deadline to Submit Written Questions	Offerors	May 8, 2026
4. Response to Written Questions and RFP Amendments	TJDC	May 15, 2026
5. Submission of Proposal Response Deadline	Offeror	May 25, 2026
6. Evaluation of Proposals and Selection of Finalists	Evaluation Committee	June 3, 2026
7. Notification of Finalists	TJDC	June 5, 2026
8. Interviews with Finalists (at discretion of TJDC)	TJDC/Offeror	By June 10, 2026
9. Finalize/Award Contract	TJDC/Offeror	June 15, 2026
10. Protest Deadline	Offeror	June 30, 2026

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, their proposal will be declared non-responsive.

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

Before the award is made, the TJDC may conduct discussions with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without discussions.

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

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

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

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

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

Acknowledgement of Receipt May 1, 2026 MDT

Potential offerors should email the “Acknowledgement of Receipt Form” (APPENDIX A) to be 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 on **May 1, 2026. MDT.**

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.

SCOPE OF WORK

The following requirements are mandatory for carrying out the services associated with substance use treatment.

Offeror shall:

A. Coordinate with Medicaid and Private Insurance:

1. Immediately identify and assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public insurers.

2. Billing: Provide invoices to TREATMENT COURT for services only after providing evidence to show that (1) the uninsured Participant was denied coverage by all reasonably available insurers, including Medicaid and private insurance, and (2) the insured Participant's coverage denied payment for the service for a reason other than a failure or omission of the Offeror, as indicated in an Explanation of Benefits or other document. Offeror agrees to maintain eligibility as a Medicaid provider organization and to employ appropriately recognized practitioners to provide Medicaid-eligible services. When providing Intensive Outpatient Services, Offeror will obtain the appropriate Medicaid-recognized IOP designation.

B. Provide Medical Services as indicated below:

1. Screening and Assessment - Offeror shall conduct a diagnostic evaluation/assessment on all incoming Participants to identify, diagnose, and determine appropriate level of care that is specific to the individual. Persons with co-occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in TREATMENT COURT shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g., from family members and TREATMENT COURT Program Coordinator). To expedite Participant program entry, clinical assessments shall be conducted by Offeror as quickly as possible, but no later than five (5) days from the date of referral. Offeror agrees to provide TREATMENT COURT with written notice of all screenings and assessments within 24 hours of the completed appointment. Notice of screenings and assessments may be provided to TREATMENT COURT via e-mail, fax or hard copy.

2. Individual Service/Treatment Plan - Offeror shall prepare an individual treatment plan as soon as possible for each Participant. Treatment plans shall be prepared by a licensed / certified practitioner and reviewed by the presiding Treatment Court judge and/or the Program Coordinator. The plan must state the type, amount, frequency and duration of the services to be furnished and indicate the diagnoses and anticipated goals as well as other agencies involved in service provision and the plan to coordinate services.

3. Individual Therapy - Offeror shall provide individual therapy for each Participant through an appropriately licensed/certified practitioner as desired by the Participant or as determined by the individual treatment plan. Offeror agrees to allow Program Coordinator to observe sessions, as needed.

4. Outpatient and/or Intensive Outpatient Treatment as required pursuant to the client's clinical needs as stated in the treatment plan. Services will be provided for each Participant by an appropriately licensed/certified practitioner on a weekly basis according to the assessed needs of the Participant and according to recognized best practices. IOP programs must be based on research and evidence-based interventions approved by TREATMENT COURT, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated, and will attempt to address the following general goals:

- a. To achieve abstinence;
- b. To foster behavioral changes that support abstinence and a new

lifestyle;

c. To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-step fellowship, etc.);

d. To assist Participants in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements);

e. To assist Participants in developing a positive support network; and

f. To improve the Participant's problem-solving skills and coping strategies.

5. Group Therapy - To the extent possible, Offeror shall provide gender-specific group therapy to Participants on a weekly basis, as appropriate Offeror agrees to allow Program Coordinator to observe sessions, as needed.

6. Aftercare Group Sessions - Offeror shall provide aftercare services as needed and in accordance with Treatment Court policy.

7. Offeror records must contain documentation of training of staff according to the appropriate treatment model.

8. Offeror shall have at least one bilingual therapist available.

C. Provide Administrative Services - Offeror agrees to provide the following administrative services to be compensated by a monthly (one-twelfth) administrative draw, as indicated below:

1. Liaison Services - Offeror shall provide a representative who is knowledgeable about each Participant's treatment progress to TREATMENT COURT multidisciplinary team meetings, staffing sessions, court hearings and care coordination meetings.

2. Written Reports - Offeror shall provide TREATMENT COURT with weekly written updates in the approved Treatment Court Database documenting Participant presence, participation and progress. Offeror agrees to enter incident reports advising of any and all known Participant program infractions, including, but not limited to: missed group therapy sessions, missed individual therapy sessions, missed urinalysis testing, positive urinalysis testing and positive breath analysis testing. Incident reports shall be provided to the Program Coordinator within 24 hours if an incident occurs Monday through Friday and within 72 hours if an incident occurs Friday through Sunday or on a holiday. Notice may be provided to the Program Coordinator via email, fax or hard copy in addition to entry into the approved Treatment Court Database.

3. Case Management Services - Offeror will refer Participants to local support services such as housing, transportation, child care services, employment training, and continuing care on an as needed basis.

4. Quality Assurance and Supervision - Supervision of licensed staff who provides services to Participants will be conducted and documented at least monthly by an appropriately

licensed and trained individual.

5. Contingency Management – Offeror shall work with Program Coordinator to establish a meaningful contingency management system to serve as the basis for short term and long term incentives, including recognizing significant achievement within the program phases and for graduation upon completion. Incentives, awards, and other tangible items to recognize achievement and progress will be managed in conjunction with the Program Coordinator and Treatment Court Team.

6. Expedited Services – Assessments will be provided according to the deadlines noted in this Contract.

D. Abide by the Treatment Court Code of Conduct as follows:

1. Discrimination or harassment based on race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, serious medical condition, sexual orientation, gender identity, socioeconomic status, political affiliation or any other reason by a Treatment Court staff including a Offeror will not be tolerated; nor shall retaliation against a person filing a complaint, participating in an investigation or reporting such discrimination or harassment be tolerated, even if there are no findings.
2. Discrimination, retaliation, and harassment are unacceptable and are grounds for disciplinary action, termination of contract, and/or reporting to local law enforcement or other appropriate entities.
3. A Treatment Court staff person, including a Offeror or a judge who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the Court.
4. Treatment Court staff are prohibited from having any undue familiarity or relationship with any current or former Treatment Court Participant or a Participant's immediate family members, to include domestic partners or others who reside in a Participant's home, agents or close friends. This prohibition includes and extends to any relationship that is outside of the professional Treatment Court staffing relationship, and includes any person, business, or financial transactions. Legal representation by a contract attorney is exempted from this requirement.
5. Treatment Court staff is prohibited from giving or accepting gifts or gratuities from a current or former Treatment Court Participant or a Participant's immediate family members, to include domestic partners or others who reside in a Participant's home, agents or close friends.
6. In the event of an allegation of discrimination, retaliation, and/or harassment, Offeror agrees to cooperate fully with any inquiry or investigation conducted by the Court.

E. Allow TJDC to conduct a background check on Offeror or Offeror's employees who work for TJDC programs.

Compensation

The hourly rates for treatment services, as described in the sample contract, are as follows.

TJDC shall pay Offeror in full for services satisfactorily performed for Participants not covered by Medicaid or other insurance, or for services not reimbursed by insurance, at the following rates:

Intensive Outpatient per unit of 3 or more hours: \$315.88
MST \$79.92 per 15 min for Master's level; \$55.54 with Bachelor's level
Evaluation \$249.22
Therapy 30 min \$113.50
Therapy 30 min with evaluation & management services \$125.20
Therapy 45 min \$149.65
Therapy 45 min with evaluation & management services \$131.78
Therapy 60 min \$220.66
Therapy 60 min with evaluation & management services \$220.66
Therapy crisis first 60 min \$212.35
Therapy crisis additional 30 min \$105.35
Group therapy \$40.08
Case management per 15 min \$27.02 with Master's level; \$23.68 with Bachelor's
\$15 per medical specimen collected for drug testing No
Charge for drug screens using TJDC-issued cups
Contingency Management: reimbursement of actual cost
In-Person appearance at court staffing, meetings and hearings: \$65 per session Virtual
appearance at court staffing and hearings: no charge
Court Communication: no charge Spanish-
English interpretation: no charge
Training 60 min \$65

The maximum compensation under the annual contract is \$150,000. Offerors shall comply with all contracting and billing procedures of the TJDC and State of New Mexico, including the accurate submission of invoices, which accounts for actual time spent on a particular case. Offerors shall agree to submit invoices to the TJDC and work closely with program managers regarding invoices. Payments shall be made by the TJDC to the successful Offeror(s) within thirty days upon receipt of an accurate and complete invoice for service satisfactorily performed.

Experience, Mandatory Service Components, and References

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications and other substance use treatment, behavioral health, and justice involved populations. The qualifications include:

The Offeror must be qualified and adequately trained to provide the unique treatment required by treatment court participants. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. Providers must be appropriately supervised as per their level of licensure.

The Offeror must submit a statement of relevant experience, including experience and professional qualifications of lead professional(s) and subOfferors. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to screening and assessment, individual therapy, group therapy, development of individual treatment plans and on-site drug testing services.

The Offeror must provide the National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be provided for all staff that will be providing services.

a) Additional Specifications

Answer ALL questions and follow the numbering format in response.

- i. Provide the National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services. If these are not readily available, please provide timeline detailing when they will be available for billing to Medicaid.
- ii. Provide Medicaid endorsement for IOP and billing for all services requested in this proposal. If the offeror does not have these Medicaid provider identifiers, provide a timeline for acquiring all applicable endorsements.
- iii. What is the program's philosophy for treatment of substance use disorder?
- iv. What criteria are used to determine appropriate levels of care?
- v. What levels of care does the program provide?
- vi. Does the program design utilize evidence-based treatments? If so, please describe.
- vii. How does the program ensure evidence-based practices are maintained and protected from "drift"?
- viii. How does the program supervise therapists, counselors, and other service providers within its organization?
- ix. What process is used by the organization when an ethical question or dilemma is encountered?
- x. How does the program address cultural-specific needs of the participant population?
- xi. Does the program use manualized treatment curricula? If so, which curricula are used?
- xii. What experience does the program have in providing services to justice-involved populations?
- xiii. Does the program have a formal fiscal management and accounting procedure in place? If so, please describe.
- xiv. Please describe how Medicaid and private insurance billing will be documented.
- xv. What processes are in place to assist the uninsured in accessing insurance coverage, through either Medicaid or federal/state/private insurance exchanges?
- xvi. What attempts have been made to ensure cultural competency among the program's staff?
- xvii. How does the program assess individuals in a manner to ensure medical necessity in conformance with Medicaid protocols?
- xviii. Which treatment modalities are offered in conformity with the state Medicaid plan?
- xix. Are services time driven or based on clinical and medical need? Explain.
- xx. How does the program support medication assisted treatment (MAT) approaches to recovery?

- xxi. Does the program have a MAT prescribing physician/nurse practitioner on staff or as a referral resource in the community? If so, what specialized training or certification has been received?

Previous disciplinary action through any organization, regulatory body, or prior employer, including any court program, must be disclosed and may be the basis for excluding an offeror.

In addition to detailing relevant experience, Offerors must submit a resume. Offerors must also provide at least three references with current contact information.

Submission Response Deadline May 25, 2026 at 5:00pm MDT

Proposals must be received by the TJDC by the above date and time to be accepted for review. Proposals are to be submitted electronically. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant.

Interaction with the TJDC

The TJDC will assign a Program Manager and Director, to work with the Offeror(s) to manage the contract, its requirements, and deliverables. Such management and oversight by the TJDC, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the contract, or other requirements as requested by the TJDC.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Costs

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

3. Prime Offeror Responsibility

Any contract that may result from this RFP shall specify that the prime Offeror is solely responsible for fulfillment of the contract with the TJDC. The TJDC will make contract payments to only the prime Offeror.

4. SubContractors

Any contract that may result from this RFP shall specify that the prime Offeror shall not subcontract any portion of the services to be performed under this Agreement.

5. Questions about the RFP

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by May 8, 2026, and should be sent via email to DJ

Renteria (lluddjr@nmcourts.gov) at the TJDC. All questions and responses must be made public to all offerors through www.nmcourts.gov.

6. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments shall be posted through www.nmcourts.gov by May 15, 2026.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager, Dasha Bazhura (lluddvb@nmcourts.gov) no later than three (3) days after any response and/or amendments are issued.

6. 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 personnel of the TJDC will not merge, collate, or assemble proposal materials.

7. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the NM Courts Website (www.nmcourts.gov/court-administration/request-for-proposals/). If amendment content to RFP is needed that affect price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

8. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the TJDC. The approval or denial or withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

9. Disclosure of Proposal Contents

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

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the TJDC shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action within 10 days to

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

10. No Obligation

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

11. Termination

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

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Offeror. The decision of the TJDC as to whether sufficient appropriations and authorizations are available will be accepted by the Offeror as final.

13. Agreement

The TJDC requires that all offerors agree to be bound by the General Requirements contained in the RFP. Any offeror concerns must be brought promptly to the attention of the TJDC.

14. Governing Law

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

15. Basis for Proposal

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

16. Contract Terms and Conditions (see Sample Contract Appendix D)

The contract between the TJDC and the Offeror or Offerors will follow the format specified by the TJDC. Should an offeror object to any of the terms and conditions of the TJDC as contained in this Section, then the offeror must propose specific alternative language that would be acceptable to the TJDC. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the TJDC and will result in disqualification of the offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. All contracts for professional services are subject to the review and approval by the TJDC.

17. Offeror's Terms and Conditions

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

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the TJDC and the selected offerors and will not be deemed an opportunity to amend the offerors proposal.

19. Offeror Qualifications

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

20. Right to Waive

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

21. Change in Offeror Representatives

The TJDC reserves the right to require a change in Offeror representatives if the assigned representatives are not, in the opinion of the TJDC, representing the Offeror adequately.

22. Notice of Criminal Penalties

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Electronic Mail Address Required

The majority of the communication regarding this procurement will be conducted by electronic mail (email) and so any offeror must have a valid email address to receive correspondence.

CONTACT INFORMATION

Procurement Manager Contact Information:

Dasha Bazhura, Chief Financial Officer
Thirteenth Judicial District Court
Email: lluddvb@nmcourts.gov

General Counsel Contact Information:

Stephanie Latimer Davis, General Counsel
Thirteenth Judicial District Court
Email: berdsld@nmcourts.gov

PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

DJ Renteria, Court Programs Operations Manager
Thirteenth Judicial District Court
Email: lluddjr@nmcourts.gov

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses

Offerors may only submit one proposal.

2. Proposal Submittal

Offerors shall email their proposal or upload on or before the closing date and time for receipt of proposals. If the proposal is too large to be emailed, please contact the Procurement Manager for upload information.

3. Proposal Format

In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten and submitted as a PDF with standard 8.5x11 pages.

4. Proposal Organization

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

- (a) Letter of Transmittal (APPENDIX B)
- (b) Table of Contents
 - 1) Proposal (following Scope of Work and Evaluation Criteria)
 - 2) Proposal Narrative (detailing offers' experience and qualifications)
- (c) Project Proposal (detailing offerors' approach to the work as outlined in the Mandatory Service Components)
- (d) Campaign Contribution Form (APPENDIX C)
- (e) Offeror's Additional Terms and Conditions (if any)

(f) Other Supporting Material

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

5. Letter of Transmittal (APPENDIX B)

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

- a) identify the RFP being responded to;
- b) identify the submitting firm or individual;
- c) identify the name and title of the person authorized to contractually obligate the firm;
- d) identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- e) identify the names, titles, and telephone numbers of the persons to be contacted for clarification;
- f) explicitly indicate acceptance of the Conditions Governing the Procurement;
- g) be signed by the person authorized to contractually obligate the firm;
- h) acknowledge receipt of any and all amendments to this RFP; and
- i) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

6. Resumes

Each proposal must attach the most recent resumes of the offeror(s).

7. Campaign Contribution Disclosure

Potential offerors must submit with their response the “Campaign Contribution Disclosure Form” (APPENDIX C) pursuant to NMSA 1978, Section 13-1-191.1 (2007).

EVALUATION

Process

A representative of the TJDC will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the TJDC in coordination with the evaluation committee of is final. The TJDC may contact the offeror for clarification. The evaluation committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the evaluation committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If offerors are requested to submit best and final responses, then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the

TJDC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

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

1. Notification of Finalists

The Procurement Manager will notify the finalist offerors on June 5, 2026. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Finalist Interviews

Finalist may be required to participate in an interview process. Finalists may be requested to schedule an interview appointment at the same time that receive notice their selection as a finalist.

3. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous by June 15, 2026. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or may not have received the most points in the evaluation process. The award is subject to the appropriate State approvals. Award of the contract(s) will not vest any Offeror(s) with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC, and the successful Offeror(s) has been finalized.

4. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 5 pm MDT on June 30, 2026. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Eileen Spoonhoward
Thirteenth Judicial District Court
Email: lludles@nmcourts.gov

CRITERIA

EVALUATION POINT TABLE: The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

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(s) proposals by sub-category.

Factors – correspond to section IV.B and IV.C	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	200
B. 2. Mandatory Specifications	600
B. 3. Desirable Specifications	100
C. Business Specifications	
C.1. Letter of Transmittal	Pass/Fail
C.2. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	300
C.4 NM Preference – Resident Vendor per Section IV	50
C.4 NM Preference – Resident Veterans per Section IV	50
TOTAL	1300 points

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

RFP NUMBER:

RFP TITLE:

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

The acknowledgement of receipt should be signed and emailed to the Procurement Manager no later than 5 pm MDT on May 1, 2026. Only potential Offerors who elect to return this form, which has been

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 any RFP amendments that may be issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

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

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

Send Acknowledgement to:

Dasha Bazhura
Thirteenth Judicial District Court
Email: lluddvb@nmcourts.gov

APPENDIX B: LETTER OF TRANSMITTAL

RFP NUMBER: _____
APPLICANT: _____
ADDRESS: _____
TELEPHONE: _____
FAX: _____
E-MAIL: _____
PROPOSAL DATE: _____
PROPOSAL DEADLINE: _____
FEDERAL TAX NUMBER: _____
NM GROSS RECEIPTS TAX NUMBER: _____
ACCEPTANCE: _____
ACKNOWLEDGEMENTS: _____

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

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

Signature

Date

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

A prospective Offeror subject to this section shall disclose all campaign contributions given by the prospective Offeror or a family member or representative of the prospective Offeror 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 Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror or a family member or representative of the prospective Offeror to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period.

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

- 1) a prospective Offeror, a family member of the prospective Offeror, or a representative of the prospective Offeror 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 Offeror fails to submit a fully completed disclosure statement pursuant to the law.

The following definitions apply:

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

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

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

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

“Representative of a prospective Offeror” 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 Offeror.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution Made By: _____

Relation to Prospective Offeror: _____

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 D: SAMPLE CONTRACT

Contract No. _____

STATE OF NEW MEXICO

**THIRTEENTH JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into on _____, by and between the **Thirteenth Judicial District Court** (“TJDC”) and _____ (“Offeror”) for the purpose of **treatment provider services for Treatment Court programs** for Fiscal Year 2027.

ADDRESS OF OFFEROR:

PHONE NUMBER OF OFFEROR:

FAX NUMBER OF OFFEROR:

E-MAIL OF OFFEROR:

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

Any services provided by Offeror *before* a TREATMENT COURT Participant has been formally accepted and active in TREATMENT COURT *are not subject to reimbursement.*

Offeror shall:

F. Coordinate with Medicaid and Private Insurance:

1. Immediately identify and assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public insurers.

2. Billing: Provide invoices to TREATMENT COURT for services only after providing evidence to show that (1) the uninsured Participant was denied coverage by all reasonably available insurers, including Medicaid and private insurance, and (2) the insured Participant's coverage denied payment for the service for a reason other than a failure or omission of the Offeror, as indicated in an Explanation of Benefits or other document. Offeror agrees to maintain eligibility as a Medicaid provider organization and to employ appropriately recognized practitioners to provide Medicaid-eligible services. When providing Intensive Outpatient Services, Offeror will obtain the appropriate Medicaid-recognized

IOP designation.

G. Provide Medical Services as indicated below:

1. Screening and Assessment - Offeror shall conduct a diagnostic evaluation/assessment on all incoming Participants to identify, diagnose, and determine appropriate level of care that is specific to the individual. Persons with co-occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in TREATMENT COURT shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g., from family members and TREATMENT COURT Program Coordinator). To expedite Participant program entry, clinical assessments shall be conducted by Offeror as quickly as possible, but no later than five (5) days from the date of referral. Offeror agrees to provide TREATMENT COURT with written notice of all screenings and assessments within 24 hours of the completed appointment. Notice of screenings and assessments may be provided to TREATMENT COURT via e-mail, fax or hard copy.

2. Individual Service/Treatment Plan - Offeror shall prepare an individual treatment plan as soon as possible for each Participant. Treatment plans shall be prepared by a licensed / certified practitioner and reviewed by the presiding Treatment Court judge and/or the Program Coordinator. The plan must state the type, amount, frequency and duration of the services to be furnished and indicate the diagnoses and anticipated goals as well as other agencies involved in service provision and the plan to coordinate services.

3. Individual Therapy - Offeror shall provide individual therapy for each Participant through an appropriately licensed/certified practitioner as desired by the Participant or as determined by the individual treatment plan. Offeror agrees to allow Program Coordinator to observe sessions, as needed.

4. Outpatient and/or Intensive Outpatient Treatment as required pursuant to the client's clinical needs as stated in the treatment plan. Services will be provided for each Participant by an appropriately licensed/certified practitioner on a weekly basis according to the assessed needs of the Participant and according to recognized best practices. IOP programs must be based on research and evidence-based interventions approved by TREATMENT COURT, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated, and will attempt to address the following general goals:

- a. To achieve abstinence;
- b. To foster behavioral changes that support abstinence and a new lifestyle;
- c. To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-step fellowship, etc.);

- d. To assist Participants in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements);
- e. To assist Participants in developing a positive support network; and
- f. To improve the Participant's problem-solving skills and coping strategies.

5. Group Therapy - To the extent possible, Offeror shall provide gender-specific group therapy to Participants on a weekly basis, as appropriate Offeror agrees to allow Program Coordinator to observe sessions, as needed.

6. Aftercare Group Sessions - Offeror shall provide aftercare services as needed and in accordance with Treatment Court policy.

7. Offeror records must contain documentation of training of staff according to the appropriate treatment model.

8. Offeror shall have at least one bilingual therapist available.

H. Provide Administrative Services - Offeror agrees to provide the following administrative services to be compensated by a monthly (one-twelfth) administrative draw, as indicated below:

1. Liaison Services - Offeror shall provide a representative who is knowledgeable about each Participant's treatment progress to TREATMENT COURT multidisciplinary team meetings, staffing sessions, court hearings and care coordination meetings.

2. Written Reports - Offeror shall provide TREATMENT COURT with weekly written updates in the approved Treatment Court Database documenting Participant presence, participation and progress. Offeror agrees to enter incident reports advising of any and all known Participant program infractions, including, but not limited to: missed group therapy sessions, missed individual therapy sessions, missed urinalysis testing, positive urinalysis testing and positive breath analysis testing. Incident reports shall be provided to the Program Coordinator within 24 hours if an incident occurs Monday through Friday and within 72 hours if an incident occurs Friday through Sunday or on a holiday. Notice may be provided to the Program Coordinator via email, fax or hard copy in addition to entry into the approved Treatment Court Database.

3. Case Management Services - Offeror will refer Participants to local support services such as housing, transportation, child care services, employment training, and continuing care on an as needed basis.

4. Quality Assurance and Supervision - Supervision of licensed staff who provides services to Participants will be conducted and documented at least monthly by an appropriately licensed and trained individual.

5. Contingency Management - Offeror shall work with Program Coordinator to

establish a meaningful contingency management system to serve as the basis for short term and long term incentives, including recognizing significant achievement within the program phases and for graduation upon completion. Incentives, awards, and other tangible items to recognize achievement and progress will be managed in conjunction with the Program Coordinator and Treatment Court Team.

6. Expedited Services - Assessments will be provided according to the deadlines noted in this Contract.

I. Abide by the Treatment Court Code of Conduct as follows:

1. Discrimination or harassment based on race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, serious medical condition, sexual orientation, gender identity, socioeconomic status, political affiliation or any other reason by a Treatment Court staff including a Offeror will not be tolerated; nor shall retaliation against a person filing a complaint, participating in an investigation or reporting such discrimination or harassment be tolerated, even if there are no findings.
2. Discrimination, retaliation, and harassment are unacceptable and are grounds for disciplinary action, termination of contract, and/or reporting to local law enforcement or other appropriate entities.
3. A Treatment Court staff person, including a Offeror or a judge who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the Court.
4. Treatment Court staff are prohibited from having any undue familiarity or relationship with any current or former Treatment Court Participant or a Participant's immediate family members, to include domestic partners or others who reside in a Participant's home, agents or close friends. This prohibition includes and extends to any relationship that is outside of the professional Treatment Court staffing relationship, and includes any person, business, or financial transactions. Legal representation by a contract attorney is exempted from this requirement.
5. Treatment Court staff is prohibited from giving or accepting gifts or gratuities from a current or former Treatment Court Participant or a Participant's immediate family members, to include domestic partners or others who reside in a Participant's home, agents or close friends.
6. In the event of an allegation of discrimination, retaliation, and/or harassment, Offeror agrees to cooperate fully with any inquiry or investigation conducted by the Court.

J. Allow TJDC to conduct a background check on Offeror or Offeror's employees who work for TJDC programs.

2. COMPENSATION:

A. The total amount payable to Offeror under this Agreement shall not exceed \$150,000.00 (One hundred and fifty thousand dollars) including gross receipts tax, travel and training costs. TJDC will not pay gross receipts tax. This amount is a maximum and not a guarantee that the work to be assigned to Offeror under this Agreement shall equal \$150,000. The amount shall include funds for contingency management. Offeror is responsible for notifying TJDC when the services provided under this Agreement reach the total compensation amount. TJDC will not pay Offeror for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to providing services in excess of the total compensation amount.

B. TJDC shall pay Offeror in full for services satisfactorily performed for Participants not covered by Medicaid or other insurance, or for services not reimbursed by insurance, at the following rates:

Intensive Outpatient per unit of 3 or more hours: \$315.88
MST \$79.92 per 15 min for Master's level; \$55.54 with Bachelor's level
Evaluation \$249.22
Therapy 30 min \$113.50
Therapy 30 min with evaluation & management services \$125.20
Therapy 45 min \$149.65
Therapy 45 min with evaluation & management services \$131.78
Therapy 60 min \$220.66
Therapy 60 min with evaluation & management services \$220.66
Therapy crisis first 60 min \$212.35
Therapy crisis additional 30 min \$105.35
Group therapy \$40.08
Case management per 15 min \$27.02 with Master's level; \$23.68 with Bachelor's
\$15 per medical specimen collected for drug testing No Charge
for drug screens using TJDC-issued cups
Contingency Management: reimbursement of actual cost
In-Person appearance at court staffing, meetings and hearings: \$65 per session Virtual
appearance at court staffing and hearings: no charge
Court Communication: no charge Spanish-English
interpretation: no charge
Training 60 min \$65

Training that is reimbursed at the above rate includes only verified training that is required by the court. Certificates of completion or other proof of training shall be submitted to the Program Coordinator for approval for reimbursement. No reimbursement shall be made for training that is not verified as attended and completed. No out-of-state training or travel will be reimbursed unless expressly pre-authorized by the TJDC. TJDC may determine to not authorize any out-of-state training or travel.

Total compensation shall not exceed \$150,000.00, as set forth in Paragraph A, including gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties.

C. TJDC shall pay Offeror in full for services satisfactorily performed per fee schedule, such compensation not to exceed \$150,000.00, as set forth in Paragraphs A and B, including gross receipts tax, travel and training costs. TJDC will not pay gross receipts tax. Payment is subject to availability of funds pursuant to the limitations set forth in Paragraph 6, Appropriations, to continuation of the SCMHC program, and to any negotiations between the parties.

D. Offeror must submit a detailed monthly invoice statement in PDF format that accounts for all services performed. Offeror must also submit copies of receipts for contingency management items for which it seeks reimbursement. Offeror is required to carefully review all invoices for correctness prior to submission to TJDC. If TJDC finds that the services are not acceptable or are not properly substantiated by written documentation/reports/invoices, TJDC shall provide Offeror a letter of exception explaining the defect or objection to the services. After the services have been received and only after accepted by TJDC payment shall be tendered to Offeror within thirty (30) 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, TJDC shall not incur late charges, interest, or penalties for failure to make payment.

There will be no charge to TJDC for a Participant's missed appointment. A second consecutive (two in a row) missed appointment/no show may be billed to TJDC pursuant to the cost matrix under B in this section. Offeror will notify TJDC of the Participant's missed appointments/no shows. Offeror will not schedule further appointments until the treatment court's Advisory Team discusses and determines Participant's issues. Participants will not be charged co-pays unless that Participant is privately insured.

E. TJDC will not pay for services billed more than thirty days after services are rendered **unless said services were submitted by Offeror to private insurers or Medicaid**, and said insurer declined to reimburse Offeror for said services.

All payments by TJDC shall be by direct deposit. Offeror shall complete and mail a Substitute W-9 form, checking the correct box for direct deposit payment, along with the signed contract if Offeror has not previously done so.

All invoices shall be e-mailed in PDF format to the Program Coordinator. After approval by the Program Coordinator, the invoice will be forwarded to the TJDC Finance Department. If the Agreement requires or Offeror does provide services to multiple TJDC programs, Offeror shall submit **separate invoices** for services provided to each individual court program.

All invoices for services provided before the end of the Fiscal Year, June 30, 2027, must be received by TJDC no later than July 8, 2027. Invoices received after such date may not be paid.

3. TERM:

This Agreement runs from July 1, 2026 through June 30, 2027, and all services are to be performed within this time unless changes are authorized by TJDC or unless the agreement is terminated pursuant to Paragraph 5. Work hours shall be determined by Offeror to provide the contracted services as soon as possible.

4. RENEWAL OPTION:

Pursuant to NMSA 1978 Section 13-1-150, this contract may be renewed for periods of up to one (1) year. The total term, including all extensions and renewals, may not exceed four (4) years. This is year one (1) of the four (4) year period, which ends June 30, 2030.

5. TERMINATION

TJDC may terminate this Agreement without cause upon written notice delivered to Offeror at least thirty days prior to the intended date of termination. Offeror may terminate this Agreement for non-payment upon written notice delivered to TJDC at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations or liability already incurred for the performance or failure to perform prior to the date of termination. The Offeror shall submit an invoice for all unbilled work within thirty days of receiving or sending the notice of termination.

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

6. APPROPRIATIONS

The terms and continuation of this Agreement are contingent on the Legislature of New Mexico making sufficient appropriations and authorizations for expenditures for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on Offeror's receipt of written notice of termination from TJDC. TJDC's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by Offeror and shall be final. If TJDC proposes an amendment to the Agreement to unilaterally reduce funding, the Offeror shall have the option to terminate the agreement or agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

7. FINAL PAYMENT

Since all payments under this Agreement shall be monthly, TJDC shall be entitled to withhold

the final payment due hereunder, pending final approval by TJDC of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, Offeror shall furnish TJDC proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein have been properly paid and released.

8. RELEASE

Upon final payment of the amount due under this Agreement, Offeror releases TJDC, its employees, and the state of New Mexico from all liability, claims and obligations arising under this Agreement that were reasonably discoverable prior to final payment. Offeror agrees not to propose to bind the state of New Mexico to any obligations not assumed in this Agreement by the state of New Mexico, unless Offeror has express authority to do so, and then only within the strict limits of that authority.

9. CONFIDENTIALITY

Any information given to or developed by Offeror in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by Offeror without the prior approval of TJDC. Offeror agrees to maintain strict confidentiality regarding all court records and use professional discretion when dealing with sensitive information.

10. RECORDS AND AUDIT

Offeror shall maintain detailed time records that indicate the date, time, nature and costs of services rendered. Offeror shall retain these records for a period of at least three years from the date of final payment under this Agreement. The Offeror shall produce these records for inspection by TJDC and the State Auditor upon written request of TJDC. TJDC has the right to audit billings both before and after payment.

Payment under this Agreement is not a waiver of the right to recover excessive or illegal payments.

11. CONFLICT OF INTEREST

Offeror warrants that it currently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of services required pursuant to this Agreement. The Offeror certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978 Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee.

12. ASSIGNMENT

Offeror 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 TJDC.

13. SUBCONTRACTING

Offeror shall not subcontract any portion of the services to be performed under this Agreement without the written approval of TJDC.

14. INDEMNIFICATION

Offeror shall defend, indemnify and hold harmless TJDC 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 Offeror, its officers, employees, servants, subOfferors or agents, or if caused by the actions of any Participant or client of the Offeror resulting in injury or damage to persons or property during the time when the Offeror or any officer, agent, employee, servant or subOfferor 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 Offeror or any officer, agent, employee, servant or subOfferor under this Agreement is brought against the Offeror, the Offeror shall notify the legal counsel of TJDC and the Risk Management Division of the New Mexico General Services Department by certified mail as soon as practicable, but no later than two days after it receives notice.

15. NOTICE

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 TJDC: Chief Executive Officer, 13th Judicial District Court, P.O. Box 1089, Los Lunas, NM 87031.

To the Offeror:

If the address for sending notice to Offeror changes during the term of the Agreement, Offeror shall give notice to TJDC in writing.

16. MERGER

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of the agreement, and all such covenants, agreements and understandings are merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

17. AMENDMENT

This Agreement shall not be altered, changed or amended except by a written instrument executed by the parties to the agreement and all other required signatories. If TJDC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other

considerations, the Offeror 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.

18. APPLICABLE LAW

This Agreement shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1 (G).

19. AUTHORITY

If Offeror is not a natural person, the individual(s) signing this Agreement on behalf of Offeror represents and warrants that he or she has the power and authority to bind Offeror, and that no further action, resolution, or approval from Offeror is necessary to enter into a binding contract.

20. EFFECTIVE DATE

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

21. LEGAL NOTICES TO OFFEROR

STATUS OF OFFEROR: Offeror agrees that Offeror and Offeror's agents are independent Offerors performing professional services for TJDC and are not employees of the State of New Mexico. The Offeror shall provide all instrumentalities necessary to carry out the scope of work described in this contract.

The Offeror 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 Offeror acknowledges that all sums received hereunder are reportable by the Offeror for tax purposes, including without limitation, self-employment and business income tax.

VIOLATIONS OF LAW: Offeror acknowledges that the Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PROHIBITION AGAINST DUAL COMPENSATION: Offeror agrees that the charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement, and supplemental or additional payment for such services is not received by Offeror from any other source.

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

PRODUCT OF SERVICE - COPYRIGHT: Offeror agrees that all materials developed or acquired by Offeror in conjunction with providing services under this Agreement shall become the property of the State of New Mexico, and shall be delivered to TJDC not later than the termination date of this Agreement. Offeror shall not apply for copyright by or on behalf of Offeror of any material produced, in whole or in part, by Offeror in conjunction with providing services under this Agreement.

