



**Third Judicial District Court
Veterans Treatment Court Program**

**REQUEST FOR PROPOSALS (RFP)
Treatment Provider Services**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

RFP# 27-06

RFP Release Date: July 21, 2026

Proposal Due Date: September 02, 2026

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of substance use and mental health disorder treatment. This RFP is being issued to hire a Contractor to work with the Veterans Treatment Court Program to provide treatment.

The contract will be for approximately a forty – five (45) month period beginning October 1, 2026. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the contractor as determined by the Third Judicial District Court and upon sufficient funding.

Specific details will be outlined in Section C., Scope of Procurement.

B. BACKGROUND INFORMATION

A treatment court is a specifically designed court calendar or docket, the purpose of which is to achieve a reduction in recidivism and substance use and to increase the participants' likelihood of successful recovery. This is accomplished through early, continuous, and intense judicial oversight combined with treatment, mandatory periodic drug testing, and use of appropriate sanctions, incentives, and other community-based recovery services.

All treatment courts are treatment focused courts, so recovery services are at the core of the treatment court activities. The monitoring services are intense and directed toward those areas providing the best support to therapeutic response. This is accomplished by consistent, but random, drug testing and multiple days a week and on weekends, weekly contact with the judge in the early phases, frequent breath and/or electronic alcohol monitoring, and the regular input of a multidisciplinary team of professionals who provide insight to the judge regarding potential sanctions and incentives.

C. SCOPE OF PROCUREMENT

This procurement shall be for four fiscal years (each running July 1 through June 30) beginning October 01, 2026 (FY27), with a three (3) one-year renewal. **This RFP will/may result in additional services intermittently requested during the procurement period. This will be an opportunity for all awarded vendors to participate in additional service proposals.**

The following requirements are mandatory for carrying out the services associated with substance use treatment. The CONTRACTOR shall work closely with the Treatment Court Coordinator to carry out the tasks and complete the objectives of this professional service contract. The CONTRACTOR must agree to provide individualized participant progress reports and service provision updates to the COORDINATOR & MANAGER and participate in staffing and hearings on a weekly basis, or as stated in the final contract. Written status reports will include participant progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor(s). Problems encountered within a

group or individual counseling session will be noted on an incident report, or approved mechanism by the court, and submitted to the COORDINATOR & MANAGER within twenty-four hours.

Services should be (a) individually centered and family-focused, based on principles of individual capacity for recovery and resiliency, (b) delivered in a culturally responsive and appropriate manner, (c) coordinated, accessible, accountable and of high quality, (d) directed by the individual served, and (e) provided taking into consideration individual and family circumstances, abilities and strengths and accomplished in consultation with appropriate family members, caregivers and other persons critical to the individual's life and well-being.

All practitioners providing services to program participants must be appropriately licensed and supervised according to the rules and requirements of the NM Counseling and Therapy Practice Board (CTPB) and 16 NMAC 27. Counselors must not operate outside their level of expertise or licensure. Regarding Licensed Substance Abuse Associate (LSAA) Scope of Work: As noted by the CTPB, "The license is a restricted license... and the licensee MUST have a supervisor who directs that individual's work and ensures the quality of the services provided to participants. The licensee CANNOT work without a clinical supervisor. There are several ways to provide clinical supervision within the counseling and behavioral health industry. These methods include regular case reviews, audiotape reviews, videotape reviews, and direct observation." Supervision of LSAAs and other counselors as required by the CTPB must be documented and available for inspection by the MANAGER.

The National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be available for inspection by the MANAGER.

The focus of the contract is to provide substance use treatment to the participants of the Veterans Treatment Court Program. This is including, but not limited to, coordination of continuum of services such as; detoxification, outpatient, intensive outpatient, day treatment, and residential services. (Reference: New Mexico Treatment Court Standards, January 22, 2026)

The services shall include:

Clinical Screening & Assessment – The court program requires that Contractors use validated tools in order to identify the proper level of care. The Contractor at a minimum must utilize objective, empirically based screening and assessment tools in assessing the treatment needs of Participants, including screening for trauma, co-occurring disorders, and cognitive disabilities. Examples of such validated tools would include any tool that has been recognized and approved by AllRise (formerly the National Adult of Drug Court Professionals ("NADCP")), the National Drug Court Institute ("NDCI"), the National Center for DWI Courts ("NCDC"), or the National Treatment Court Resource Center ("NTCRC"). Offerors must identify in their Proposals the tool(s) it uses for its treatment screenings and assessments and identify the staff responsible for administering those assessments. A treatment screening and assessment is separate from a criminogenic risk/needs screening. A diagnostic evaluation/assessment shall be conducted by the treatment provider 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, or other types of testing, and collateral information (e.g., from family members and COORDINATOR). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, but no later than five days from the date of referral. The CONTRACTOR agrees to provide the COORDINATOR with written notice of all screenings and assessments within 24 hours of the completed appointment. Notice of screenings and assessments may be provided to the COORDINATOR via e-mail, or hard copy.

Individualized Service/Treatment Plan – An individual treatment plan will be prepared as soon as possible by a licensed/certified practitioner for each program participant and reviewed by the 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.

The use of a biopsychosocial interview and scientifically validated instruments for initially determining the needs of each Participant is designed to create an Individual Treatment Plan, establish measurable objectives, and develop a plan for sustained recovery after the program has ended. Offerors should explain how their assessments will support the creation of individualized plans for Participants and contribute to the Participant's successful completion of the court program by utilizing an objective, empirically based screening and assessment tool. Offerors should explain how frequently its participants are reassessed and what might necessitate an assessment outside of these parameters.

- a. **Individual Therapy** – Individual therapy will be provided by an appropriately licensed/certified practitioner in collaboration with each participant as determined by their specific needs and the individual treatment plan. Individual counseling should utilize evidence-based approaches. Participants identified as having a history of trauma that contributes to their substance use disorder or shall be seen by a provider who is appropriately licensed to address that trauma.

Individual therapy and/or psychiatric services for each participant will be determined by the individual treatment plan, and/or requested by the participant and the Treatment Court Program. A session shall last no less than 45 minutes unless terminated early for therapeutic or other emergency reasons. The Contractor will provide weekly notes outlining each participant's participation in individual counseling. Regular written status reports will include participant progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor. Problems encountered within an individual counseling session will be noted on an incident report and submitted to the COORDINATOR via email as soon as possible. Efforts will be made to reschedule individual therapy sessions if the schedule change is requested in advance by the participant, or on the part of the Contractor in the event of unavailability. A "No Show" on the part of the participant may be rescheduled if the provider's schedule allows, but is not required if the absence was not communicated with sufficient notice. The District Court Treatment Court Programs Manager will be notified of any schedule changes or cancellations.

- b. Outpatient and/or Intensive Outpatient Treatment services are determined by the participants clinical assessment pursuant to the participant's clinical needs and 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 practice. IOP programs must be based on research and evidence-based interventions approved by the Third Judicial District 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. The Contractor will provide weekly notes outlining each participant's attendance in OP/IOP and will attempt to address the following general goals:
 - i. To achieve abstinence
 - ii. To foster behavioral changes that support abstinence and a new lifestyle
 - iii. To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-Step fellowship, etc.)
 - iv. To assist participants in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements)
 - v. To assist participants in developing a positive support network
 - vi. To improve the participant's problem-solving skills and coping strategies

CONTRACTOR records must contain documentation of training of staff according to the agency's treatment model. To the extent possible, the CONTRACTOR agrees to provide gender specific groups on a weekly basis as appropriate to Treatment Court participants.

- a. Group Counseling: Group counseling sessions will be provided for each participant by a licensed and certified practitioner on a weekly basis or according to the assessed needs of the clients. Any group session must utilize an evidence-based modality based on research and be culturally sensitive, incorporate recovery and resiliency values into all service interventions, and address co-occurring mental health disorders as well as substance use disorders, when indicated.

All treatment court participants display criminogenic risk factors, such as antisocial cognitions. The standard of practice is to address these factors in addition to any behavioral health issues. There are a number of validated interventions such as Moral Reconnection Therapy ("MRT"), Cognitive Behavioral Therapy ("CBT"), Responsible Choices, and Thinking for a Change. Offerors should indicate in their Proposals if their proposed intervention(s) is Evidence-Based and should identify the specific Evidence Based treatment modality that is being used.

The Contractor will provide proof of the evidence-based approach to the Third JDC Treatment Court Programs Manager. The Contractor agrees to provide trauma-informed, gender, and culturally-specific groups.

The Contractor must provide weekly documentation covering participant progress in group counseling sessions. The Contractor agrees to reschedule any canceled Group sessions and notify Coordinator & the District Treatment Court Programs Manager of such schedule changes or cancellations.

- a. Comprehensive Community Support Services: The Contractor's provision of CCSS/CPSW services to participants will be determined by the participants clinical assessment pursuant to the client's clinical and social needs as stated in the treatment plan. CCSS/CPSW Services may include individualized interventions with the following objectives:
 - i. Coaching in the development of interpersonal community coping and functional skills including adaptation to home, school and work environments, including:
 - ii. Socialization skills;
 - iii. Developmental issues;
 - iv. Daily living skills;
 - v. School and work readiness activities; and
 - vi. Education in co-occurring illness.
- b. Encouraging the development and eventual succession of natural supports in workplace and school environments;
- c. Assistance in learning symptom monitoring and illness self-management skills (e.g. symptom management, relapse prevention skills, knowledge of medication and side effects and motivational/skill development in taking medication as prescribed) in order to identify and minimize the negative effects of symptoms which interfere with the individual's daily living and supports individuals to maintain employment and school tenure;
- d. Providing support and coaching to the individual to obtain and maintain stable housing.

The Contractor will provide weekly notes outlining each participant's progress in CCSS/CPSW services, including any goals met or barriers to success. All efforts will be made to reschedule CCSS/CPSW sessions if the schedule change is requested in advance by the client on the part of the Contractor in the event of unavailability. The Coordinator & District Treatment Court Programs Manager will be notified of any schedule changes or cancellations.

- a. Provide Administrative Services - The CONTRACTOR agrees to provide the following administrative services to be compensated by a monthly (one-twelfth) administrative draw:
 - i. Liaison services – The CONTRACTOR's representative, knowledgeable about each participant's treatment progress, will be available for Veterans Treatment Court multidisciplinary team meetings and staffing sessions, court hearings, and care coordination meetings.
 - ii. Written Reports – Weekly written updates documenting participant presence, participation, and progress will be provided to the court. Additionally, The CONTRACTOR agrees to provide the program coordinator with written incident reports advising of any and all known participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions. Incident reports shall be provided to the program coordinator within 24 hours if an incident occurs Monday through Friday

and 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.

- iii. Case Updates / Data Entry - As requested, the CONTRACTOR will utilize the information management system approved by the Third Judicial District Court to provide timely case updates, reports, and participant details as required for documentation, performance measures and evaluation.
- iv. Case Management Services – The CONTRACTOR will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care on an as needed basis.
- v. Quality Assurance & Supervision – Supervision of licensed staff who provides services to program participants will be conducted and documented at least monthly by an appropriately licensed and trained individual.
- vi. Contingency Management – The CONTRACTOR shall work with the Treatment Court Programs Manager 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 program completion. Incentives, awards, and other tangible items to recognize achievement and progress will be managed in conjunction with the COORDINATOR & Treatment Court Manager and treatment court team.
- vii. Expedited Services – Assessments will be provided according to the deadlines noted in this contract.
- viii. Training – The CONTRACTOR shall participate in approved training opportunities related to the problem solving/treatment court model.

1) MANDATORY SPECIFICATIONS

a) Facilities

Provide a description of available facilities for individual, group or other treatment services. Also provide a map of the area describing the location of the facility in relation to public transportation.

b) Offeror Experience

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 subcontractors. 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.

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.

c) 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. Provide Tricare/Triwest credentialing for services and billing for all services requested in this proposal.
- iv. What is the program's philosophy for treatment of substance use disorder?
- v. What criteria are used to determine appropriate levels of care?
- vi. What levels of care does the program provide?
- vii. Does the program design utilize evidence-based treatments? If so, please describe.
- viii. How does the program ensure evidence-based practices are maintained and protected from "drift"?
- ix. How does the program supervise therapists, counselors, and other service providers within its organization?
- x. What process is used by the organization when an ethical question or dilemma is encountered?
- xi. How does the program address cultural-specific needs of the participant population?
- xii. Does the program use manualized treatment curricula? If so, which curricula are used?
- xiii. What experience does the program have in providing services to justice-involved populations?
- xiv. Does the program have a formal fiscal management and accounting procedure in place? If so, please describe.
- xv. Please describe how Medicaid and private insurance billing will be documented.
- xvi. What processes are in place to assist the uninsured in accessing insurance coverage, through either Medicaid, Triwest/Tricare or federal/state/private insurance exchanges?

- xvii. What attempts have been made to ensure cultural competency among the program's staff?
- xviii. How does the program assess individuals in a manner to ensure medical necessity in conformance with TriWest/TriCare and/or Medicaid protocols?
- xix. Which treatment modalities are offered in conformity with the state Medicaid plan and the TriCare/TriWest plan?
- xx. Are services time driven or based on clinical and medical need? Explain.
- xxi. How does the program support medication assisted treatment (MAT) approaches to recovery?
- xxii. 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?

d. Cost

Offeror must have the ability to bill TriCare/TriWest and/or Medicaid and/or private insurance or if in the process of becoming Medicaid endorsed, bill at the current Medicaid rate. New Mexico gross receipts taxes are excluded from the billable hours.

It is required that the Offeror have the ability to bill TriCare/TriWest and/or Medicaid and/or private insurance and preferred that rates for uninsured participants would be similar to the established Medicaid rate.

e. Liability/Malpractice Insurance

Submit evidence of the organization or individual's current liability/malpractice insurance policy of at least \$3 million covering injury to any program participant or third party for injuries/claims arising out of actions of all staff members of the Contractor pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps being taken to obtain such insurance and provide verification received from insurance carriers.

D. PROCUREMENT MANAGER

The Third Judicial District Court has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and email address are listed below:

Name: Amanda Oliveri, Procurement Manager
Email: lcrdpurchasing@nmcourts.gov

- a. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offeror(s) may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond.

- b. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** 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 according to the sequence of events will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** For this procurement the Procurement Manager is designated as the protest manager.

E. DEFINITION OF TERMINOLOGY

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

- a. **“AV”** means Audio Visual or electronic media possessing both a sound and a visual component, such as microphones and speakers for presenters, projected PowerPoint presentations onto screens, video recording and editing.
- b. **“Third Judicial District Court”** means the Administrative Office of the Court. The Third Judicial District Court is sponsoring this Procurement.
- c. **“Award”** means the final execution of the contract document.
- d. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
- e. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
- f. **“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 labeled 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.
- g. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
- h. **“Contractor”** means any business having a contract with a state agency or local public body.
- i. **“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.
- j. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
- k. **“Electronic Submission”** means a successful submission of Offeror’s proposal via email.
- l. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CAN be emailed.
- m. **“Evaluation Committee”** means a body appointed to perform the evaluation of

- Offeror(s)' proposals.
- n. **"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.
 - o. **"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.
 - p. **"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.
 - q. **"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.
 - r. **"Minor Technical Irregularities"** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
 - s. **"Multiple Source Award"** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
 - t. **"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.
 - u. **"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.
 - v. **"Procurement Manager"** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
 - w. **"Procuring Agency"** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
 - x. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
 - y. **"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.
 - z. **"Request for Proposals (RFP)"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
 - aa. **"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.

- bb. “**Responsive Offer**” 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.
- cc. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully emailed to the Procurement Manager prior to the submission deadline stated in the RFP.
- dd. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror(s)’ company.
- ee. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
- ff. “**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.
- gg. “**Written**” means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc. Only if permissible and applicable for the format of the response.

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	Procurement Manager	07/21/2026
2. Acknowledgement of Receipt	Potential Offeror(s)	07/31/2026
3. Deadline to submit Written Questions	Potential Offeror(s)	08/07/2026
4. Response to Written Questions	Procurement Manager	08/14/2026
5. Submission of Proposal	Potential Offeror(s)	09/02/2026
6. Proposal Evaluation	Evaluation Committee	09/09/2026
7. Selection of Finalists	Evaluation Committee	09/09/2026
9. Best and Final Offers	Finalist Offeror(s)	09/11/2026
10. Finalize Contractual Agreements	TJSP/Finalist Offeror(s)	09/14/2026
11. Contract Awards	Third Judicial District Court/ Finalist Offeror(s)	09/15/2026
12. Protest Deadline	Protest Manager	09/30/2026

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP was issued on behalf of the Third Judicial Veterans Treatment Court Program, on **July 21, 2026**.

2. Acknowledgement of Receipt Form

Potential Offeror must email the Acknowledgement of RFP Form (APPENDIX A), to the Procurement Manager, Amanda Oliveri at lcrdpurchasing@nmcourts.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Third Judicial District Court Procurement Manager by 3:00 pm MST/ MDT on **July 31, 2026**. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offeror(s) must submit written questions to the Procurement Manager as to the intent or clarity of this RFP by 3:00 pm MST/ MDT on **August 07, 2026** as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via email, on the date indicated in the Sequence of Events, to all potential Offeror(s) who timely submitted an Acknowledgement of Receipt Form. The Questions and Answers will be posted to: <https://nmcourts.gov/court-administration/request-for-proposals/>.

5. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies unless otherwise instructed.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON SEPTEMBER 02, 2026. LATE PROPOSALS WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped as they are submitted via email. Such electronic submissions will be considered sealed in accordance with statute. It is the Offeror's responsibility to ensure all documents are completely attached, uploaded and submitted electronically via email to lcrdpurchasing@nmcourts.gov by the deadline set forth in this RFP.

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 Offeror(s) 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.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the Sequence of Events, depending upon the number of proposals

received. During this time, the Procurement Manager may initiate discussions with Offeror(s) 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 Offeror(s).

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify, the finalist Offeror(s) as per the Sequence of Events or as soon as possible thereafter.

8. Best and Final Offers

Finalist Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per the Sequence of Events.

9. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), as per the 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(s) in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. **Special consideration will be given to any Tribal Entity in the development of a contract with respect to terms, conditions, and requirements that are not in line with the sovereign laws governing the Tribal Entity. The respective General Counsels of the Third Judicial District Court and the Tribal Entity will be the final approval upon negotiation and final contract.**

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Third Judicial District Court Procurement office will award as per the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Third Judicial District Court Procurement office. The contract shall be awarded to the Offeror(s) whose proposals are most advantageous to the State of New Mexico and Third Judicial District Court, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Agency, Department, and State approval processes.

11. Protest Deadline

Any protest by an Offeror(s) 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, via email, and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contract(s) and will end at 5:00 pm MST/MDT on the 15th 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: Lily Atencio Protest Manager-lcrdlxa@nmcourts.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offeror(s) must indicate their acceptance to be bound by the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP. **Special consideration will be given to any Tribal Entity in the development of a contract with respect to terms, conditions, and requirements that are not in line with the sovereign laws governing the Tribal Entity. The respective General Counsels of the Third Judicial District Court and the Tribal Entity will be the final approval upon negotiation and final contract.**

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor(s) is solely responsible for fulfillment of all requirements of the contractual agreement with Third Judicial District Court which may derive from this RFP. The Third Judicial District Court will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor(s) 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 Third Judicial District Court before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror(s) 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. **Third Judicial District Court personnel will not merge, collate, or assemble proposal materials.**

6. Offeror(s) Rights to Withdraw Proposal

Offeror(s) will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror(s) must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror(s) duly authorized representative. The

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the Third Judicial District Court. At that time, all proposals and documents pertaining to the proposals will be open to the public, **except for material that is clearly marked proprietary or confidential**. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror(s) has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- A. 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.
- B. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror(s) organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror(s) has made a written request for confidentiality, the Third Judicial District Court shall examine the Offeror(s) request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror(s) takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the Third Judicial District Court 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 Third Judicial District Court 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 Third Judicial District Court's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Third Judicial District Court requires that all Offeror(s) 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(s) which may result from this procurement shall be governed by the laws of the State of New Mexico. **Special consideration will be given to any Tribal Entity in the development of a contract with respect to terms, conditions, and requirements that are not in line with the sovereign laws governing the Tribal Entity. The respective General Counsels of the Third Judicial District Court and the Tribal Entity will be the final approval upon negotiation and final contract.**

14. Basis for Proposal

Only information supplied in writing by the Third Judicial District Court through the Procurement Manager or in this RFP shall be used as the basis for the preparation of Offeror(s) proposals.

15. Contract Terms and Conditions

The contents of this RFP, including any revisions and/or supplements, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract. Offeror(s) shall include a sample contract for each event outlined in this RFP as part of the submission to this RFP. Third Judicial District Court reserves the right to offer specific, alternative language if there is any objection to the Offeror(s) sample contract or any of Offeror(s) terms and conditions.

16. Offeror's Terms and Conditions

Offeror(s) 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 Third Judicial District Court. 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(s)), will be discussed only between the Third Judicial District Court and the Offeror(s) 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(s) to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror(s) who is not a Responsible Offeror(s) 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. 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 Third Judicial District Court reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Third Judicial District Court, adequately meeting the needs of the Third Judicial District Court.

21. Notice of Penalties

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

22. Third Judicial District Court Rights

The Third Judicial District Court 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, Offeror(s) and contractors must secure from the Third Judicial District Court written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Third Judicial District Court contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror(s) proposal or removal from the contract.

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Third Judicial District Court. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Third Judicial District Court's written permission.

26. Electronic mail address required

This procurement will be conducted by electronic mail (email). Offeror(s) must have a valid email address to receive this correspondence.

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 Third Judicial District Court, the Offeror(s) acknowledges that the version maintained by the Third Judicial District Court shall govern. Please refer to: <https://nmcourts.gov/court-administration/request-for-proposals/>.

28. Campaign Contribution Disclosure Form

Offeror(s) must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless of 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.

29. Letter of Transmittal

Offeror(s) proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be completed and signed by the individual authorized to obligate the company.

The Letter of Transmittal MUST:

1. Identify the submitting business entity, including the 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 number, and email address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer;
3. Identify the name, title, telephone number, and email address of the person authorized to negotiate the contract on behalf of the organization (if different from (2) above).
4. Identify the names, titles, telephone numbers, and email addresses of persons to be contacted for clarification/questions regarding the proposal content.
5. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
6. Identify and describe the relationship with any other entity/-ies that may be used in the performance of this awarded contract; and
7. Identify the following with a check mark and signature where required:
 - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 11. C. 1;
 - b. Explicitly indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the individual identified in #2 above.

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

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Third Judicial District Court 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;
- 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 Third Judicial District Court Procurement Manager 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(s) non-responsive.
- 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 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 Third Judicial District Court 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 Third Judicial District Court may terminate the involved contract for cause. Still further the Third Judicial District Court may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Third Judicial District Court.

31. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its preference certificate 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>.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror(s) shall submit only one proposal in response to this RFP. Offeror(s) should deliver the proposal via email in PDF file format to the Procurement Manager, Amanda Oliveri at lcrdpurchasing@nmcourts.gov.

B. PROPOSAL FORMAT

ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED

1. **Technical Proposals** – One (1) PDF copy of the proposal containing only the Technical Proposal via email. Proposals containing confidential information must be submitted as two separate email transmissions and labeled confidential:
 - a. **Unredacted** version for evaluation purposes; OR
 - b. **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) PDF copy containing only the Cost Proposal via email.

One email for both documents is sufficient. However, the technical proposal and cost proposal must be in separate documents. **NOTE:** Company's own quotation/estimation forms are acceptable as long as all required information is provided.

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

C. PROPOSAL CONTENT AND ORGANIZATION

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the

following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Attachment 1):

1. Signed Letter of Transmittal
2. Table of Contents
3. Proposal Summary (Optional)
4. Offeror's Additional Terms and Conditions
5. Response to Specifications
(except cost information which shall be included only in Cost Proposal)
 - a. Organizational Experience
 - b. Organizational References
 - c. Signed Campaign Contribution Form
 - d. New Mexico Preferences
6. Other Supporting Material

Cost Proposal:

1. Completed Cost Response Form
2. Company's own quotation/estimation forms are acceptable as long as all required information is provided.

Within each section of the proposal, Offeror(s) should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall provide comprehensive substance use treatment to the participants of the Third Judicial Veterans Treatment Court Programs. This is including, but not limited to, coordination of continuum of services such as; detoxification, outpatient, intensive outpatient, day treatment, and residential services. (Reference: New Mexico Treatment Court Standards, April 2026) The services shall include:

- Clinical Screening & Assessment;
- Individualized Service/Treatment Plan
- Group counseling and IOP;
- Administrative services;
- CPSW/CCSS services

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror(s) must provide:

a. Offeror Experience

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 subcontractors. 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, and development of individual treatment plans.

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.

b. Facilities

Provide a description of available facilities for individual, group or other treatment services. Also provide a map of the area describing the location of the facility in relation to public transportation.

c. Additional Specifications

Answer ALL questions and follow the numbering format in response.

- xxiii. 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.
- xxiv. 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.
- xxv. Provide TriWest/TriCare credentialing and endorsement for billing for all services requested in this proposal.
- xxvi. What is the program's philosophy for treatment of substance use disorder?
- xxvii. What criteria are used to determine appropriate levels of care?
- xxviii. What levels of care does the program provide?
- xxix. Does the program design utilize evidence-based treatments? If so, please describe.

- xxx. How does the program ensure evidence-based practices are maintained and protected from “drift”?
- xxxi. How does the program supervise therapists, counselors, and other service providers within its organization?
- xxxii. What process is used by the organization when an ethical question or dilemma is encountered?
- xxxiii. How does the program address cultural-specific needs of the participant population?
- xxxiv. Does the program use manualized treatment curricula? If so, which curricula are used?
- xxxv. What experience does the program have in providing services to justice-involved populations?
- xxxvi. Does the program have a formal fiscal management and accounting procedure in place? If so, please describe.
- xxxvii. Please describe how TriWest/TriCare, Medicaid and private insurance billing will be documented.
- xxxviii. What processes are in place to assist the uninsured in accessing insurance coverage, through either TriWest/TriCare, Medicaid or federal/state/private insurance exchanges?
- xxxix. What attempts have been made to ensure cultural competency among the program’s staff?
 - xl. How does the program assess individuals in a manner to ensure medical necessity in conformance with TriWest/TriCare and/or Medicaid protocols?
 - xli. Which treatment modalities are offered in conformity with the TriWest/TriCare and/or the state Medicaid plan?
 - xl. Are services time driven or based on clinical and medical need? Explain.
 - xlii. How does the program support medication assisted treatment (MAT) approaches to recovery?
 - xliii. 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?
- d. Thoroughly describe how Offeror has supplied expertise for similar contracts with state government agencies.
- e. Indicate what similar work has been performed in the last two years.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. 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

Offeror(s) must complete the Cost Response Form in APPENDIX C. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

4. Resident Business or Resident Veterans Preferences

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors – correspond to section IV.B and IV.C	Points Available
B. Technical Specifications	700
B. 1. Organizational Experience	200
B. 2. Mandatory Specifications	400
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
TOTAL	1000 points
C.4. NM Preference - Resident Vendor Points per Section IV C.4	50

C.4. NM Preference - Resident Veterans Points per Section IV C.4	50
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B. EVALUATION PROCESS

1. All Offeror(s) 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(s) for clarification of the response.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsive Offeror(s) with the highest scores will be selected as finalist Offeror(s), based upon the proposals submitted. The responsive Offeror(s) whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

RFP Title:
Third Judicial District Court
Veterans Treatment Court Program

For Years 2026 -2030

RFP # 27-06

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **July 31, 2026**. Only potential Offeror(s) who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____ E-MAIL: _____

ADDRESS: _____ CITY: _____
STATE: _____ ZIP CODE: _____

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

SUBMIT THIS FORM TO:
Amanda Oliveri, Procurement Manager
RFP # 27-06
Email: lcrdpurchasing@nmcourts.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

(Position) Date —OR— _____ Signature Title

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.

(Position) Date _____ Signature Title

**APPENDIX C
COST RESPONSE FORM**

Description	Quantity	Discount	Cost per Item
			TOTAL

**OFFEROR(S) MAY SUBMIT THEIR OWN COST FORMS WITH
CURRENT PRICING AS LONG AS REQUIRED INFORMATION IS
PROVIDED**

APPENDIX D

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#: 27-06

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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:

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

* 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.

Signature: _____ Date: _____

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

APPENDIX E

*******SAMPLE CONTRACT*******

STATE OF NEW MEXICO THIRD JUDICIAL DISTRICT COURT FOR VETERANS TREATMENT COURT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **XX day of October 2026** by and between the Administrative Office of the Courts, hereinafter referred to as the “Third Judicial District Court,” and **Contractor Name**, hereinafter referred to as the “Contractor,” for the purpose of providing self-help group sessions with treatment court program participants.

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

Email Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work: (This should be exactly what is in the RFP)

2. Compensation.

- A. The Third Judicial District Court will reimburse the Contractor for services satisfactorily performed pursuant to the Scope of Work at a rate of txxx, such compensation not to exceed xxxx, inclusive of all applicable taxes, and will be paid upon submission of an Third Judicial District Court-approved invoice by the Contractor and no compensation shall be made prior to the delivery of services. The total amount payable to the Contractor under this Agreement, including applicable taxes, shall not exceed xxxxxxxxx.

These amounts are a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated

herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the Third Judicial District Court when the services provided under this Agreement

reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. Payment is subject to the availability of funds in FY27, and subsequent fiscal years, pursuant to the Appropriations Paragraph set forth below, and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.
- C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred using only the Third Judicial District Court-approved invoices and completed as instructed by the Third Judicial District Court. The Third Judicial District Court reserves the right to change methods for submitting invoices. Upon certification by the Third Judicial District Court that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of receipt by the Third Judicial District Court. All payments will be made through direct deposit only.
- D. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid six hundred dollars (\$600.00) or more for all services rendered to the state.

3. Term.

THIS AGREEMENT runs from xxxx, 2026, until June 30, 2027, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 (2018) no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150. Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements, compliance with the NM Code of Professional Conduct, and compliance with the requirements detailed herein.

4. Termination.

A. Termination.

THIS AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Third Judicial District Court's sole liability upon such termination shall be to pay for acceptable work performed prior to the

Contractor's receipt of the notice of termination, if the Third Judicial District Court is the terminating party, or the Contractor's sending of the notice of termination if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Third Judicial District Court, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. The Third Judicial District Court may terminate this agreement without cause at any time upon a thirty-day (30-day) notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management.

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

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Third Judicial District Court to the Contractor. The Third Judicial District Court's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Third Judicial District Court proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The Contractor will be paid for confirmed assignments completed and billed within thirty (30) days of completion of the assignment.
6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Third Judicial District Court and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including, without limitation, self-

employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Third Judicial District Court.
8. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Third Judicial District Court.
9. Release. Final payment of the amounts due under this Agreement shall operate as a release of the Third Judicial District Court, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.
10. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Third Judicial District Court.
11. Product of Service – Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Third Judicial District Court no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. Conflict of Interest; Governmental Conduct Act. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee, or former state employee, have been followed.
13. Amendment. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto and all other required signatories.

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

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

15. Penalties for Violation of Law. The Procurement Code, NMSA 1978, Sections 13-1-28 through -199 (1984, as amended through 2015) imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
16. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
17. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1 (G) (1988). By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
18. Workers' Compensation. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Third Judicial District Court.
19. Records and Financial Audit. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Third Judicial District Court, the Department of Finance and Administration, and the State Auditor. The Third Judicial District Court shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Third Judicial District Court to recover excessive or illegal payments.
20. Indemnification. The Contractor shall defend, indemnify, and hold harmless the Third Judicial District Court and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or

proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Third Judicial District Court and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
22. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
23. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Postal Service, either first-class or certified, return receipt requested, postage prepaid, as follows:

To the Third Judicial District Court:

To the Contractor:

Contractor Name

Address

Email:

24. Substance-Free Workplace Policy: The Contractor represents and warrants that its employees are prohibited under the Contractor's personnel policies from being under the influence of illegal substances or alcohol during working hours.
25. Notice of Matters Pending Before the Court: The Contractor shall notify the Third Judicial District Court in writing if the Contractor or one of its employees providing services for the Court should have a case pending before the Court or is a witness in a case pending before the Court. The Contractor shall notify Third Judicial District Court in writing within one (1) business day of learning about the involvement in the case and shall provide the names of the parties to the case, the Court case number assigned to the case, and the dates of any scheduled hearings of which the Contractor is aware.

26. Authority. If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.
27. Effective Date. This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 4 of this Agreement.

Signed by the parties on the dates indicated:

STATE OF NEW MEXICO, ADMINISTRATIVE OFFICE OF THE COURTS

Third Judicial District Court Chief Judge

Date

Third Judicial District Court CEO

Date

Third Judicial District Court CFO

Date

Celina Jones, General Counsel

Date

CONTRACTOR

Name

Date

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Vendor ID:

Yes_____

BTIN #

No_____

By: _____
Taxation and Revenue Department

Date