EC-25-375

CITY OF ALBUQUERQUE



Albuquerque, New Mexico Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 14, 2025

TO: Brook Bassan, President, City Co.

FROM: Timothy M. Keller, Mayor

SUBJECT: Request authorization to establish a Professional Service Agreement with Chicanos Por La

Causa to provide Gateway Women's Housing Navigation

Whereas RFP-2025-650-EV Operators for Gateway Services was solicitated for on January 16, 2025 with a close date of February 18, 2025 that encompassed Gateway Men's, Women's, Medical Sobering, Young Adults, Families and First Responders. Six (6) responses were received with a total of nine (9) offers. There were no offers for Gateway Women's and Gateway Families. It was determined to rebid those two (2) immediately with no change to the published specifications, in an effort to solicit further offerors. On March 3, 2025 RFP-2025-665-HHH-GB was released with a close date of March 24, 2025. There were 21 document takers that viewed the RFP but no responses were received.

Whereas City Ordinance 5-5-10 B "Rejection of offers; No responsive offers received" states "If no responsive offers are received, then the Central Purchasing Office or CIP may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the Chief Procurement Officer or CIP Official, a purchase in the open market shall not be permitted and the competitive solicitation may be reissued." It is therefore determined by the Purchasing Department to allow HHH to go to open market to obtain services for Gateway Women's Housing Navigation Center.

The Department of Health, Housing, and Homelessness is seeking Council's approval to enter into a Professional Services Agreement with Chicanos Por La Causa to provide housing navigation services to fifty (50) women experiencing homelessness. The professional service agreement with Chicanos Por La Causa will not exceed the total amount of \$1,800,000, for the time period of July 1st, 2025 through June 30th, 2026.

The Department of Health, Housing and Homelessness respectfully forwards this request to the Council for consideration and action.

Legislation Title:

Request authorization to establish a Professional Service Agreement with Chicanos Por La Causa to provide Gateway Women's Housing Navigation

Approved:

Samantha Sengel, EdD

Chief Administrative Officer

Approved as to Legal Form:

Lauren Keefe

City Attorney

Recommended

Gilbert Ramirez, Director

Date

Dept. of Health, Housing, & Homelessness

Cover Analysis

1. What is it?

Request authorization to establish a Professional Service Agreement with Chicanos Por La Causa to provide housing navigation services.

2. What will this piece of legislation do?

Authorize the funding to establish a Professional Service Agreement with Chicanos Por La Causa to provide housing navigation services.

3. Why is this project needed?

To provide housing navigation services to fifty (50) women experiencing homelessness.

4. How much will it cost and what is the funding source?

Up to \$1,800,000 of General Funds

5. Is there a revenue source associated with this legislation? If so, what level of income is projected?

No.

6. What will happen if the project is not approved?

The Department of Health, Housing, & Homelessness will not be able to contract with Chicanos Por La Causa to provide the services noted.

7. Is this service already provided by another entity?

There are other housing navigation programs in Albuquerque, however these existing programs are unable to keep up with the demand for this housing type.

FISCAL IMPACT ANALYSIS

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Fringe Benefits at										
Subtotal Personnel			-		-			-	-	
Operating Expenses	3									
Property					-				-	
Indirect Costs			-		-			-		
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Request authorization of a Professional Service Agreement with Chicanos Por La Causa

Number of Positions created

COMMENTS: HHH is requesting authorization of a Professional Service Agreement with Chicanos Por La Causa to provide services at Gateway Women's housing navigation services to fifty (50) women experiencing homelessness. In FY 2025, no fiscal impact. FY 25 budget for Gateway Women's was appropriated in C/S R -24-36, R-2024-036 (3000028 - HH-Gibson Health Hub Operating-3035100 - HH-Gateway Ph1 and Eng Ctr). This amount is also in the FY 2026 proposed budget.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY: FISCAL ANALYST REVIEWED BY:

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and CHICANOS POR LA CAUSA NEW MEXICO INC, 2101 Mountain Rd., NW, Ste. A, Albuquerque, NM 87108, a Non-Profit. ("Contractor").

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Health, Housing, & Homelessness, RFP-2025-650-EV, titled "Operators for Gateway Services" on January 16, 2025 with a close date of February 18, 2025 that encompassed Gateway Men's, Women's, Medical Sobering, Young Adults, Family, and First Responder Receiving Area. Six (6) responses were received with a total of nine (9) offers. There were no offers for Gateway Women's and Gateway Family.

It was determined to rebid those two (2) immediately with no change to the publish specification, in an effort to solicit further offerors. On March 3, 2025 RFP-2025-665-HHH-GB was released with a close date of March 24, 2025. There were 21 document takers that viewed the RFP but no responses were received.

WHEREAS, City Ordinance 5-5-10 B "Rejection of offers; No responsive offers received" states "If no responsive offers are received, then the Central Purchasing Office or CIP may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the Chief Procurement Officer or CIP Official, a purchase in the open market shall not be permitted and the competitive solicitation may be reissue."

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. <u>Scope of Services</u>. The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide shelter, case management, and housing navigation services at the Gateway Women's Housing Navigation Center, in accordance with the Scope of Services attached as Exhibit A.

2. <u>Time of Performance.</u> Services of the Contractor designated herein are to commence July 1, 2025, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the

Services required hereunder shall be completed by June 30, 2026.

3. <u>Compensation and Method of Payment.</u>

A. <u>Compensation.</u> For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,800,000.00), which amount includes any applicable gross receipts tax and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

B. Method of Payment.

- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at monthly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.
- (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.
- C. <u>Appropriations</u>. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.
- **D.** Responsibility to Monitor Contract. Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making

that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

- 4. <u>Performance Monitoring</u>. The Contractor will from time to time provide assistance and information needed by City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.
- 5. <u>Independent Contractor.</u> Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. Personnel.

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.
- D. The Contractor shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Contractor's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
- E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
- 7. <u>Indemnity.</u> The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or

damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

8. <u>Insurance.</u> The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager Department of Finance and Administrative Services City of Albuquerque P.O. Box 470 Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all commercial general liability coverages required, the City shall be named as an additional insured, which shall be reflected on all certificates of insurance and endorsement documents. All coverages afforded shall be primary with respect to operations provided. The kinds and amounts of insurance required are set out below:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy of insurance

must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment, both on and off work.

- C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.
- **D. Professional Liability.** (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$5,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$5,000,000.00.
- **E.** Cyber Liability Coverage. Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.
- **F. Sexual Abuse Molestation Coverage.** Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.
- **G.** Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
- 9. <u>Discrimination Prohibited, Civil Rights Compliance.</u> In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.
- 10. <u>ADA Compliance</u>. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor

or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

- 11. <u>Conflict of Interest.</u> No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.
- 12. <u>Interest of Contractor.</u> The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.
- 13. <u>No Collusion.</u> The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.
- 14. <u>Debarment, Suspension, Ineligibility and Exclusion Compliance.</u> The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.
- 15. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
- A. The Contractor will provide to the City, quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting period, and shall be in accordance with City of Albuquerque reporting instructions.
- B. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered.

Failure to do so will result in the suspension and/or termination of this Agreement.

- C. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.
- **16.** Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
- 17. <u>Public Records.</u> The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.
- 18. <u>Establishment and Maintenance of Records.</u> Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.
- as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.
- **20.** Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- **21.** <u>Compliance With Laws.</u> In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the *Administrative Requirements*

for Social Services Contracts Awarded Under the City of Albuquerque, as amended, and understands that failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.

- **22.** Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- 23. <u>Assignability.</u> The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.
- **24.** Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- 25. <u>Termination for Convenience of City.</u> The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.
- **26.** Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- **27.** Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

- **28.** Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.
- **29.** Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.
- **30. Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
- 32. <u>Electronic Signatures</u>. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- **33.** <u>Approval Required.</u> This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

SIGNATURES ON NEXT PAGE

EXHIBIT A FY2026 SCOPE OF SERVICES CHICANOS POR LA CAUSA: GATEWAY WOMEN'S HOUSING NAVIGATION CENTER - GF

A. Goals and Objectives

- 1. City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- 2. City of Albuquerque Goal Statement #2: The public is safe and secure and shares responsibility for maintaining a safe environment.
- 3. **City of Albuquerque Goal Statement #3:** Increase Housing Stability, Behavioral Health Stability, and Individual Resilience by supporting the exit of guests into permanent housing through trauma-informed care and by filling service gaps for people experiencing homelessness in our community.

B. Scope of Services

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this Agreement, for the purpose of providing Overnight Shelter and Housing Navigation Services at the Gateway Center, which includes:

- Gateway overnight beds for unsheltered individuals,
- Operational services,
- Case management,
- Related support services.

The Contractor shall, in coordination with the City, provide the following service activities:

Output 1: Conduct Daily Operations of the Gateway Shelter

Services shall include, but are not limited to:

- 1. Manage site operations on a 24/7 basis in a safe and respectful manner:
 - a. Provide oversight, coordination, and scheduling for facility operations.
 - b. Ensure staffing levels to provide intake and services to up to a maximum of 50 guests per night.
 - c. Conduct wellness checks of the guest quarters daily to ensure safe, respectful, and sanitary conditions are maintained.
 - d. Ensure coordination and communication among internal Chicanos Por La Casa team members, including operations, case management, housing navigation, deescalation, and janitorial staff.

- e. Assemble and communicate daily census status of guests to the City and key partners.
- f. Coordinate meal counts and meal distribution with the City catering Contractor.
- g. Provide janitorial services, including communicating maintenance and/or pest mitigation needs through work orders to the City.
- h. Distribute and post schedules of service opportunities for easy access by guests and staff. Help guests register and send reminders to attend classes and workshops.
- i. Collaborate with the City's Health, Housing & Homelessness (HHH) Outreach/Volunteer Coordinator to organize volunteers to support activities.
- j. Collaborate with City staff and engagement center providers to involve guests in on-site tasks and resources available through the Engagement Center to build ownership and community.
- k. Hold twice-a-month town hall meetings with guests to hear concerns and ideas for new services. Notify the City of those dates and send minutes from the meetings to the City.
- 2. Conduct intake and manage tenancy of guests using the City's online HIPAA-compliant data system and required paper forms to maintain data records for each guest.
 - a. The Contractor will hold 50% of its referrals for clients referred from Gateway West. If the 50% referral threshold cannot be met with Gateway West clients, then the remaining referrals may be filled by other referring sources.
 - b. Coordinate with the City and community partners identified by the City to conduct an intake referral, screening, and tracking system to follow up with referrals.
 - c. Conduct intake interviews, provide orientation, communicate to guests their rights and responsibilities, timeline and requirements about retaining tenancy, and provide notifications about the time remaining for their stay.
 - d. Assign a case manager to 100% of guests upon intake and ensure a referral is received by collaborating team members assigned to support guests during their stay.
 - e. Conduct heat treatment of guest belongings to prevent pest infestation in accordance with specified policies.
 - f. Utilize the City's data system to enter and update data records for resident guests.
 - g. Guests will sign an agreement during intake notifying them of the rules as well as the requirement to meet regularly with a case manager. If a guest is unable to meet with the case manager within 30 days, staff will move toward discharging the guest. The agreement will also state that guests will attend meetings with other providers and actively work on items that will help them move to stable housing.

Outcome 1: 100% of guests will be assigned to a case manager upon intake and will have an Individual Service Plan (ISP) developed within the first two weeks of their stay.

Output 2: Provide Client-Centered and Trauma-Informed Case Management and Housing Navigation Services

The Contractor shall deliver case management and housing navigation services to all guests to support their connection to permanent housing, medical/behavioral health services, and other social support services.

- 1. Engage in frequent contact with guests to build rapport and a sense of connectedness while maintaining client confidentiality to build a foundation for effective progress and de-escalation when needed.
- 2. Meet with each guest and conduct an Assessment within 72 hours of intake, including:
 - a. Identifying missing documents to secure housing.
 - b. Documenting history of housing, employment, health, transportation, and public assistance.
 - c. Registering each guest into the New Mexico Coalition to End Homelessness's Coordinated Entry System (CES) and offering the VI-SPDAT to each guest.
- 3. Develop an Individual Service Plan (ISP) that may include but is not limited to: obtaining necessary documents (ID, Social Security card, birth certificate, etc.) required for housing, medical/behavioral health referrals, employment, training, and income support.
 - a. Meet at least weekly with clients to monitor progress and augment the ISP and action steps.
 - b. Support and document effective connections to behavioral health, employment, and public assistance services as evidenced by reporting on the number of referrals resulting in service engagement.
 - c. Meet as often as needed throughout the guest's stay to support consistent progress towards established goals; in cases where the client does not attend established appointments, make at least three attempts per week to reschedule and document these attempts.
 - d. Update the ISP at minimum every month, providing updates on goal attainment.
 - e. Upon exit, case managers will document where the resident exited to if that information is available.
 - f. Support guests' success in maintaining tenancy through de-escalation, individual intervention plans, and/or support service referrals as necessary.
- 4. Identify documents guests may need (birth certificates, identification cards, social security cards, etc.) for work or benefits, etc., and set up appointments for guests to obtain such documents. Use the City-assigned shuttle if other transportation is not available.
- 5. Assist with housing applications for Section 8 and other appropriate housing options.
- 6. Conduct weekly housing disposition meetings with an inter-agency collaborative team and report attendance to the City.
- 7. Identify and report to the City on areas of improvement in the supportive housing system at the Gateway Center.
 - a. Evaluate the existing case management process and develop strategies to systematically enhance this process while incorporating inclusive and equitable approaches.

- b. Work with the City on existing strategies and tactics to address and reduce revocation of services and self-exits, and report modifications and outcomes to the City by comparing the timeframe for presence/absence of defined strategies.
- 8. Operate transportation (a shuttle or other form of transportation) as needed for people referred by agencies to get to the Gateway Center, including:
 - a. Providing appropriately trained and licensed staff to operate designated transportation when needed.
 - b. Using the shuttle at designated times for group trips from the Gateway Center to access important resources if other transportation options are not available.
 - c. Encouraging clients to utilize transportation available to them (own vehicle, bus, medical, transportation) to attend important appointments (medical visits, housing search, employment search, benefits enrollment, etc.).

Outcome 2A: 90% of new intakes complete an assessment in the first 72 hours unless they exit during that time. Guests who leave during the first 72 hours and do not complete an assessment will not be counted negatively toward this percentage.

Outcome 2B: 70% of guests make progress on their ISP as indicated by at least one goal completed or measurable progress at each monthly review.

Outcome 2C: 70% of guests can be presented for a housing disposition. This includes having all applicable documents in place for an individual to obtain housing.

Outcome 2D: 50% of guests maintain or increase income upon exit as documented by paychecks, SSI documentation, or other sources of income.

Output 3: Track and Report on Exits to Stable Housing

Track and report the following:

- The number of guests who stay and exit into stable housing;
- The length of stay for all guests;
- The reason for exit for all guests;
- Where guests exited to, if that information is available.

C. Service Implementation and Reporting

- 1. Provide sufficient staffing levels for team members to meet outputs and outcomes, develop rapport, connection, and a trusting relationship with guests, monitor safety, and minimize unnecessary discharges.
- 2. Conduct and maintain current and consistent staff training for each staff member within 30 days of hire and annually thereafter. Training shall include but not be limited to: deescalation strategies, motivational interviewing, life-saving techniques, trauma-informed care, cultural humility, Homeless Management Information System (HMIS), the City's data system (currently Caspio), and other associated processes.

- 3. Demonstrate respectful behavior with each guest and create a safe environment for cultural awareness and inclusion.
- 4. Participate in meetings with surrounding neighborhoods and concerned community members, including but not limited to the City-convened Transformative Neighborhood Planning Meetings.
- 5. Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing requested information for services delivered. Maintain appropriate documentation and data that includes the following:
 - a. For all participants receiving services through this contract, enter complete, accurate, and timely data into the HMIS according to existing HMIS standards, including entry and exit dates.
 - b. For all participants receiving services through this contract, enter complete, accurate, and timely data into the City data system.
 - c. Capture basic demographic and individual identifiers to assist in assessing any gaps and/or services that guests may more appropriately benefit from.
 - d. Conduct exit interviews to document stories of guests' journeys from homelessness back to housing and share exit interviews with the City.
- 6. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to resolve any issues. Ensure the City is notified within 24 hours of each incident, and incident reports are sent to designated City staff within the 24-hour timeframe. If revision of an incident report is needed, the revised report will be sent to the City within 24 hours of revision. Provide copies of all documentation of any incident or investigation of such incident, and all supporting documentation, upon request by the City.
- 7. An electronic manual of all policies and procedures will be provided to the City. The City will be notified and given copies of any updates. If any City and Contractor policies conflict, the Contractor and the City will work together to ensure consistency.

 a. To ensure that policies and procedures meet the standards of a City facility, the City Department of Health, Housing & Homelessness (HHH) will review, in consultation with other relevant City departments if any, to develop and update detailed policies, procedures, protocols, and checklists for the daily operations of the Gateway Center. Policies and procedures shall integrate culturally sensitive content informed by entities that may include, but are not limited to, the Commission on American Indian and Alaskan Native Affairs.
 - b. Comply with Title VI Civil Rights Act of 1964 and City of Albuquerque's R-21-231 to implement a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin.
 - c. Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations, such as but not limited to: Native Americans, LGBTQ+, and minority female populations.

- 8. Utilize a continuous quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve program implementation. Communicate with City staff regarding program improvement initiatives and implementation.
- 9. The Contractor shall make every effort to bill Medicaid for eligible services to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the Administrative Requirements for Social Services Contracts Under the City of Albuquerque, as amended.
- 10. The Contractor shall participate in a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services; participation in data sharing with other community and social organizations on program activities with client consent; and sharing aggregate and non-medical client data with the City and other City-funded partners.
- 11. The Contractor will submit Quarterly Reports which consist of three forms:

Part A includes aggregate results from agency data collection tools.

Part B is a narrative highlighting the connection to supportive resources, identification of barriers to serving the comprehensive needs of clients, and suggested solutions to address barriers to obtaining services.

Part C provides clients' demographics.

In conjunction with the submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of HHH, for ongoing technical assistance and review of the implementation of the program.

- 12. The Contractor shall be responsible for contractor-owned/leased vehicle maintenance.
- 13. When Chicanos Por La Casa utilizes the City shuttle, they will track and report mileage monthly to the City.
- 14. Comply with the City's request to update the agency's program profile as needed for the City website, applicable databases, and the 311 system.
- 15. Enter complete and accurate data daily (seven days a week) into the City's Shelter Bed Tracking System for daily operations. The Contractor will assign staff to conduct reporting and provide updates for contact information as needed to the City.
- 16. The Contractor agrees to participate in networking activities as designated by the City to include, but not be limited to, two networking meetings per program year.

- 17. When using a City vehicle, the Contractor must adhere to the City's Administrative Instruction NO: 4-5 City Vehicle Usage Policy, as applicable, including but not limited to the items described in Section D of this Exhibit and the items below:
 - i. City vehicles will be used exclusively to conduct official business pertaining to this Agreement.
 - ii. City vehicles are not to be used to conduct personal business.
 - iii. Individuals operating a City vehicle are required to have a valid driver's license and be in compliance with the City Operator Permit (COP) program policies and procedures.
 - iv. Individuals operating City vehicles are required to obey all traffic laws.
 - v. Any individual receiving a criminal or civil citation for violation of state or City motor vehicle statutes or ordinances shall be personally responsible for timely paying any assessed fine or penalty.
 - vi. City vehicles shall be parked overnight in their designated area and keys promptly returned to the designated location after each use. City vehicles are not to be taken home overnight by any individual.
 - vii. When a City vehicle is out for maintenance or is otherwise unavailable, the Contractor will make the appropriate arrangements to coordinate transportation services.

D. Related Service Functions:

- 1. The agency shall engage with and be responsive to neighborhood residents, businesses and property owners who are located near Gateway Women's Housing Navigation Center.
- 2. Gateway Women's Housing Navigation Center shall be kept maintained, cleaned and in good condition.
- 3. Public sidewalks and other rights of ways directly adjacent to Gateway Women's Housing Navigation Center shall be kept free of obstruction.

EXHIBIT B

City of Albuquerque

Department of Health, Housing & Homelessness APPENDIX #2: Expense Summary Form

1. Agency Name: CPLC NM, Inc.

Expenditure Category	Pre	ogram Total	ity Funding Requested	Percent Requested	
Personnel Costs			1 1 1 1 1 1 1 1 1		
Salaries & Wages	\$	674,360.00	\$ 674,360.00	100.00%	
Payroll Taxes and Employee Benefits	\$	256,288.00	\$ 256,288.00	100.00%	
Total Personnel Costs	\$	930,648.00	\$ 930,648.00	100.00%	
Operating Costs - Direct					
Contractual Services	\$	360,600.00	\$ 360,600.00	100.00%	
Audit Costs	\$	-	\$ -		
Consumable Supplies	\$	70,100.00	\$ 70,100.00	100.00%	
Telephone	\$	4,200.00	\$ 4,200.00	100.00%	
Postage and Shipping	\$	-	\$ -		
Occupancy					
a. Rent	\$	-	\$ -		
b. Utilities	\$	-	\$ -		
c. Other	\$	9,600.00	\$ 9,600.00	100.00%	
Equipment Lease/Purchase	\$	6,000.00	\$ 6,000.00	100.00%	
Equipment Maintenance	\$	-	\$ -		
Printing & Publications	\$	350.00	\$ 350.00	100.00%	
Travel					
a. Local Travel	\$	-	\$ -		
b. Out of Town Travel	\$	-	\$ -		
Conferences, Meetings, Etc.	\$	5,225.00	\$ 5,225.00	100.00%	
Direct Assistance to Beneficiaries	\$	160,998.00	\$ 160,998.00	100.00%	
Membership Dues	\$	-	\$ -		
Equipment, Land, Buildings	\$	-	\$ -		
Insurance	\$	1	\$ 1		
Fuel and Vehicle Maintenance	\$	1	\$ 1		
Total Operating Costs	\$	617,073.00	\$ 617,073.00	100.00%	
Total Direct Costs (Personnel & Operating)	\$	1,547,721.00	\$ 1,547,721.00	100.00%	
Indirect Costs (16.3%; attach Rate Letter)	\$	252,279.00	\$ 252,279.00	100.00%	
TOTAL PROGRAM EXPENSES	\$	1,800,000.00	\$ 1,800,000.00	100.00%	

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #3: Revenue Summary Form

1. Agency Name: CPLC NM, Inc.		

2. Project Title:

Revenue Sources	Aş	gency Total	% of Agency Budget	P	rogram Total	% of Program Budget
Government Revenues						
Revenues from Federal Government						
(On separate lines, list each Federal Agency providing fees/funding						
and the amount of funding)						
Grants from Federal Government Agencies:						
U.S. Department of Health and Human Servies, Administration for	\$	1,617,309.17	23.4%			0.0%
Children and Families - CSBG	-					
Medicaid Reimbursements:			0.0%			
Medicald Remibul Sements.	1		0.070			
Other Federal Revenues:						
Subtotal Federal Agencies	\$	1,617,309.17	23.4%	\$	-	0.0%
Revenues from State Government						
(On separate lines, list each State Agency providing fees/funding						
and the amount of funding)						
Grants from State Government Agencies:						
Other State Government Revenues:						
Subtotal State Agencies	\$	-	0.0%	\$	-	0.0%
Revenues from County Government:						
Revenues from the City of Albuquerque (including this proposal						
or contract):						
(On separate lines, list each City-funded project and the amount of funding)						
Gateway West Shelter	\$	4,962,406.92	71.8%	\$	4,962,406.92	93.7%
Gateway West Shelter Supportive Services	\$	233,333.00	3.4%	\$	233,333.00	4.4%
Albuquerque Behavioral Health Housing Stability	\$	100,000.00	1.4%	\$	100,000.00	1.9%
Other Municipal Government Revenues:						
Subtotal Local Government	\$	5,295,739.92	76.6%	\$	5,295,739.92	100.0%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$	6,913,049.09	100.0%	\$	5,295,739.92	100.0%
Other Revenue:						
Contributions						
Other Revenue	1					
Subtotal Other Revenues	\$	-	0.0%	\$	-	0.0%
TOTAL REVENUE FROM ALL SOURCES:	\$	6,913,049.09	100.0%	\$	5,295,739.92	100.0%

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #4 - Project Budget Detail Form - Personnel

1. Agency Name: CPLC NM, Inc.

2. Project Title: Women's Housing Navigation Center

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

3. FTE on Program	Position Title	Sa	alary for the Program	(City Funding Requested	Percent Requested (Amount Requested / Salary to the Program)
0.20	Supportive Housing Manager	\$	15,000.00	\$	15,000.00	100.00%
6.00	Support Specialist	\$	249,600.00	\$	249,600.00	100.00%
3.00	CPSW's	\$	180,960.00	\$	180,960.00	100.00%
2.00	Job Developer/ Community Outreach	\$	104,000.00	\$	104,000.00	100.00%
3.00	Intake Specialist	\$	124,800.00	\$	124,800.00	100.00%
4. Salaries & Wages 5. Payroll Taxes and Employee Benefits *		\$ \$	674,360.00 256,288.00	\$ \$	674,360.00 256,288.00	100.00% 100.00%
6. Total Personnel Costs			930,648.00	\$	930,648.00	100.00%

7. * Payroll Taxes: FICA @ 6.20%; Unemployment Insurance @ 6.40%; Workers Comp @ 1.60% Employee Benefits: Health Insurance @16.18% Retirement @ 0.75% Other @ 3.30%

6.30% FICA

6.40% UI

1.60% WC

23.70% Benefits

38.00% Total

City of Albuquerque

Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

Line Item and Basics (Non-Personnel)	Program Total		City Funding Requested		Amount Other Sources		Percent Requested	
Contractual Services	\$	360,600.00	\$	360,600.00	\$	-	100.00%	
Linen/Laundry Services @ \$2,083.33								
per month for 12 months)	\$	25,000.00	\$	25,000.00	\$	-	100.00%	
Cleaning Services @ \$15,000 per								
month for 12 months)	\$	180,000.00	\$	180,000.00	\$	-	100.00%	
Security (2 FTE x \$35 for 2080	\$	145,600.00	\$	145,600.00			100.00%	
Temp Agency	\$	10,000.00	\$	10,000.00			100.00%	
Audit Costs	\$	-	\$	-	\$	-		
	\$	-						
	\$	-						
Consumable Supplies	\$	70,100.00	\$	70,100.00	\$	-	100.00%	
Laptop & Accessories @ \$2,000 per								
FTE for 5 FTE + 4 monitors @ \$550	\$	12,200.00	\$	12,200.00	\$	-	100.00%	
Office Supplies @\$1,000 per month								
for 12 months	\$	12,000.00	\$	12,000.00	\$	-	100.00%	
Cleaning Supplies @\$1,500 per		·		·				
month for 12 months	\$	18,000.00	\$	18,000.00	\$	-	100.00%	
First Aid Kit - Cintas \$800 a month x		•						
12 months	\$	9,600.00	\$	9,600.00				
Over-the-counter (OTC) Medicines		,		,				
@\$1,500 per month for 12 months	\$	18,000.00	\$	18,000.00	\$	_	100.00%	
MIHS	\$	300.00	\$	300.00				
Telephone	\$	4,200.00	\$	4,200.00	\$	_	100.00%	
Cell Phones @ \$70 per month per		,		,				
FTE for 5 FTE for 12 months	\$	4,200.00	\$	4,200.00	\$	-	100.00%	
Postage and Shipping	\$	-	\$	-	\$	-		
	\$	-						
	\$	-						
Occupancy	\$	9,600.00	\$	9,600.00	\$	-	100.00%	
a. Rent	\$	-						
b. Utilities	\$	-						

City of Albuquerque

Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

3. Direct and Indirect Costs:								
Line Item and Basics (Non-Personnel)		Program Total		City Funding Requested		nount Other Sources	Percent Requested	
c. Other								
Internet Services @ \$800 per month								
for 12 months	\$	9,600.00	\$	9,600.00	\$	-	100.00%	
Equipment Lease/Purchase	\$	6,000.00	\$	6,000.00	\$	_	100.00%	
Copier Lease @ \$500 per month for	Ψ	0,000.00	Ψ	0,000.00	Ψ		100.0070	
12 months	\$	6,000.00	\$	6,000.00	\$	_	100.00%	
12 months	\$	-	Ψ	0,000.00	Ψ		100.0070	
Equipment Maintenance	\$	-	\$	-	\$	-		
	\$	-	-		· ·			
	\$	_						
Printing & Publications	\$	350.00	\$	350.00	\$	-	100.00%	
Staff Shirts @ \$30 for 30 units	\$	350.00	\$	350.00	\$	-	100.00%	
	\$	-						
Travel								
a. Local Travel	\$	-						
b. Out of Town Travel	\$	-						
Conferences, Meetings, Etc.	\$	5,225.00	\$	5,225.00	\$	-	100.00%	
Training @ \$5,225	\$	5,225.00	\$	5,225.00			100.00%	
	\$							
Direct Assistance to Beneficiaries	\$	160,998.00	\$	160,998.00	\$	-	100.00%	
Essentials Kits for clients, bus passes,								
state ID documents, birth certificate								
document fee, gas cards, work								
clothes, airfare, an application fee to								
an apartment, deposits, and snacks for								
clients	\$	160,998.00	\$	160,998.00	\$	-	100.00%	
	\$	-						
Membership Dues	\$	-	\$	-	\$	-		
	\$	-						
	\$	-						
Equipment, Land, Buildings	\$	-	\$	-	\$	-		
	\$	-						

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

3. Direct and Indirect Costs:								
Line Item and Basics (Non-Personnel)	Pı	ogram Total		City Funding Requested		nount Other Sources	Percent Requested	
	\$	-						
Insurance	\$	-	\$	-	\$	-		
	\$	-						
	\$	-						
Fuel and Vehicle Maintenance	\$	-	\$	-	\$	-		
	\$	-						
	\$	-						
Total Operating Costs	\$	617,073.00	\$	617,073.00	\$	-	100.00%	

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

	ter quarterly basis:	
	quarterly basis:	
	quarterij casis.	
Amount to be		
\$	450,000.00	25.00%
\$	450,000.00	25.00%
\$	450,000.00	25.00%
\$	450,000.00	25.00%
	1,800,000.00	100.00%
V/A		
ılv applic	able to <i>unit of s</i>	ervice contracts:
		unit of service
pplicable	e to <i>unit of servi</i>	ice contracts:
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Requested \$ 450,000.00 \$ 450,000.00 \$ 450,000.00 \$ 450,000.00 \$ 1,800,000.00 Ceed 25% of the total red



City of Albuquerque Department of Finance and Administrative Services

Tim Keller

Interoffice Memorandum

April 14, 2025

To: File

From: Gerrie J Becker, Procurement Administrator

Subject: RFP-2025-665-HHH-GB Operators for Gateway Women's and Gateway

Families.

Whereas RFP-2025-650-EV Operators for Gateway Services was solicitated for on January 16, 2025 with a close date of February 18, 2025 that encompassed Gateway Men's, Women's, Medical Sobering, Young Adults, Families and First Respondents. Six (6) responses were received with a total of nine (9) offers. There were no offers for Gateway Women's and Gateway Families. It was determined to rebid those two (2) immediately with no change to the publish specification, in an effort to solicit further offerors. On March 3, 2025 RFP-2025-665-HHH-GB was released with a close date of March 24, 2025. There were 21 document takers that viewed the RFP but no responses were received.

Whereas City Ordinance 5-5-10 B "Rejection of offers; No responsive offers received" states "If no responsive offers are received, then the Central Purchasing Office or CIP may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the Chief Procurement Officer or CIP Official, a purchase in the open market shall not be permitted and the competitive solicitation may be reissue."

It is my determination to allow HHH to go to open market to obtain services for Gateway Women's and Gateway Families.

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2025-650-EV

Operators for Gateway Services 1/16/2025

THIS IS A FEDERALLY FUNDED PROJECT



<u>Deadline for Receipt of Proposals: February 18, 2025: 4:00 p.m. (Mountain Time)</u>

The City eProcurement System will not allow Proposals to be submitted after this date and time.

Non-Mandatory Pre-Proposal Conference: January 23, 2025 at 2:00-3:00pm, MT

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
V2024.07.10 JLB

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Appendix A		Budget Forms: LOCATED IN BONFIRE Gateway Young Adult Housing Navigation Gateway Medical Sobering Center Gateway Women's Housing Navigation Services Gateway Men's Housing Navigation Services Gateway Family Housing Navigation Services Gateway First Responder Receiving Area	Proposal #1 Proposal #2 Proposal #3 Proposal #4 Proposal #5 Proposal #6
Apper	Appendix B Notice of Award, Notice of Funding Opportunity, as of this award specific to Medical Sobering		d Standards and Conditions
Apper	ndix C	2 CFR Part 200, Appendix II, Contract Provisions for Contracts Under Federal Awards Specific to Medical	
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FEDE	ERAL F	ORMS:	
Lobby	ing Cert	d Debarment Certification ification f Bidder Regarding Equal Employment Opportunity	BONFIRE BONFIRE BONFIRE

INTRODUCTION

The City of Albuquerque, through its Department of Health, Housing, and Homelessness (HHH), is seeking partner entities to provide six distinct service areas. Partner entities are welcome to submit proposals on any or all of the service areas detailed herein; however, a separate and distinct proposal must be submitted for each Scope of Service.

HHH is committed to funding services that positively impact the individuals served through demonstratable outcomes. The Department is specifically interested in the outcomes detailed below. Interested offerors should ensure the outcomes inform the project narrative and should be accounted for in the total cost of budget operation. The proposal should demonstrate the evidence and/or logic of how the proposed activities will lead to at least one of these outcomes:

1) Increased Behavioral Health Stability: People who have otherwise experienced substance use and/or mental health disorders are actively engaged in services that address their identified needs and have reduced or eliminated the utilization of crisis services, can maintain employment, and have increased daily functioning in the community and at home.

Indicators of progress during the service period may include:

- Progress on individual treatment plans
- Progress and completion of education and/or training
- Increase in stable employment and income
- Obtainment of supportive housing with case management
- Reduction of crisis events and utilization of crisis services (metrics include 911 calls, emergency and inpatient hospital use, detox services, or interactions with the criminal justice system).
- **2) Increased Housing Stability:** People who have otherwise been precariously housed or experienced homelessness maintain residence in a safe and affordable dwelling.

Indicators of progress during the service period may include:

- Successful placement in housing
- Retention of housing for 6, 12, and 18 months after placement
- Retention in a housing program and/or exit to permanent housing
- Obtainment of affordable housing (e.g., 30% or less of total household income)
- Reduction of homeless events as measured by data collection systems and use of emergency shelters.
- 3) Increased Public Safety: Through engaging in prevention and intervention programs, participants gain skills, knowledge, and support in order to reduce the incidence of violence and adult and/or juvenile criminal justice system involvement.

Indicators of progress during the service period may include:

- Reduced involvement with the criminal justice system for participants otherwise arrested, incarcerated, or court-involved
- Increase in compliance with juvenile time waivers, adult probation, and/or parole
- Reduced perpetration of violence
- Increase in skills for constructive conflict resolution practices in place of violence

- Increase skills and knowledge around gun safety
- Reduction in the number of suspensions/expulsions from school
- Reduction in the number of youths dropping out of school
- Increase in employment and educational attainment
- **4) Increasing Individual and Family Resilience:** Individuals and families are actively engaged in activities and services that enhance their health, education, and skills; and when necessary, to gain strength and resourcefulness to better withstand and rebound from disruptive life challenges.

Indicators of progress during the service period may include:

- Increase in family employment and income
- Increase in food security
- Increase in pay equity
- Reduction of domestic/family violence or maltreatment
- Increase community services such as out-of-school-time enrichment activities
- Young parents engage with programs that increase parenting skills
- Continued or increased enrollment in health insurance including Medicaid
- Increased linkages to and engagement with health services
- Individuals gain employment and training experience
- Individuals complete high school or equivalence
- Youth are linked to programming and complete services adapted to their learning needs
- Families and individuals increase engagement with out-of-school-time enrichment activities and other community services
- Adults, youth, and children increase skills and knowledge around gun safety

The proposal should also describe the use of organization practices (for instance, cultural competency, trauma-informed care, harm reduction, a person-centered approach, and community collaboration) to implement activities.

Each proposal should include a detailed plan for leveraging Medicaid funds and other funding sources to supplement the cost of services. Should an agency currently not be an approved Medicaid provider, the proposal should also include a timeline for becoming an approved Medicaid provider in the state of New Mexico.

Additional information about each of the six distinct service areas is found in their respective sections.

The Successful Offeror may be required to work collaboratively with other entities as identified and requested by the City.

PART 1

INSTRUCTIONS TO OFFERORS

- 1.1 RFP Number and Title: RFP-2025-650-EV," Operators for Gateway Services"
- 1.2 Proposal Due Date: February 18, 2024 NLT 4:00 PM (Local Time)

The time and date Proposals are due shall be strictly observed.

1.2.1 Non-Mandatory Pre-Proposal Conference (On-site and Virtual): This is not a mandatory pre-proposal conference but is highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications, or addenda resulting from this meeting.

The Pre-Proposal Conference will be held in-person and virtually via Zoom starting at 2:00pm-3:00pm, MT on January 23, 2025.

1. In-Person Pre-Proposal Conference:

Location: Gateway Center

Address: 5400 Gibson BLVD SE

2. Virtual Pre-Proposal Conference:

Zoom Link: https://cabq.zoom.us/meeting/register/z8qQqsnlRXiqbPzLl8wYiA

- **1.2.2 Questions:** All questions shall be submitted in written format in the City's eProcurement system prior to the close date for questions and answers.
- **1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.
- **1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, according to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and to provide maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.
- **1.5** Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act per all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management,

control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

- 1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act per all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.
- **1.5.4** Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act per all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.
- **1.5.5** Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon the Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

- **1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud, and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City to secure a recommendation of award or subsequent contract or for securing more favorable treatment concerning making a recommendation of award.
- **1.5.6.2 Conflict of Interest.** The Offeror 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 contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.
- **1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm, or company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.
- **1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or before receipt of an award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the

federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause per the terms of said contract.

- **1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, Enactment No. 9-1998]
- **1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of the Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.
- **1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail that Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

Estevan Vargas, Assistant Procurement Officer

Department of Finance and Administrative Services, Purchasing Division

Post Office Box 1293, Albuquerque, New Mexico 87103

Phone: (505) 768-4945 or E-Mail: efvargas@cabq.gov

- **1.7 Contract Management:** Contract or contracts resulting from this RFP will be managed by the Health, Housing and Homelessness Department.
- 1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days before the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries after the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. The City will not respond to questions that are

submitted by any other means than electronically through the City's eProcurement system. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of an Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

- **1.9 Submission of Proposals.** The Offeror's Proposal must be submitted **electronically** through the eProcurement system according to the following requirements:
 - 1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposals, Cost Proposal, etc. using the eProcurement System at https://cabq.bonfirehub.com/portal/?tab=openOpportunities. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com or 1-800-354-8010. Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.
 - **1.9.2 Format.** Each file uploaded to the eProcurement System shall be in a single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.
 - 1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL NONRESPONSIVE.
 - **1.9.4 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.
 - **1.9.5 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received before the Proposal Due Date.
 - **1.9.6 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals by the City Purchasing Office is the time-date stamp of the EProcurement System.
 - **1.9.7** Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.
- **1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based on the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms:

1.11.1 City Terms and Conditions: The Required Contract Terms can be accessed at this link https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms in 1.11.1, or has uploaded its exceptions to the Required Contract Terms in the City's

- e-Procurement system, under "Requested Information" "Exceptions to Section 1.11.1 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The Offeror certifies that it accepts the Required Contract Terms, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contact Terms may differ from the terms in the final contract awarded under this RFP.
- **1.11.2 Federal Terms and Conditions:** The Federally-required contract provisions in compliance with 2 CFR PART 200, APPENDIX II can be accessed as Appendix C in Bonfire. The Offeror shall certify that it accepts and shall comply with the Federal Terms and Conditions in the City's e-Procurement system, under "Requested Information". Agreement to the Federal Terms and Conditions is mandatory. **If you fail to agree to the Federal Terms and Conditions, the City will deem your proposal nonresponsive.**
- 1.12 Contract Term: See Scope of Services section.
- 1.13 Evaluation Period: The City reserves the right to analyze, examine, and interpret any Proposal for ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, that such an extension would be in the best interest of the City.
- **1.14 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.
- **1.15** Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

- **1.16.1** When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute an award of contract.
- **1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.
- **1.17 Cancellation:** This RFP may be canceled for any reason and any Proposals may be rejected in whole or in part when it is in the best interests of the City.
- **1.18** Negotiations: Negotiations may be conducted with the Offeror(s) recommended for the award of the contract.
- **1.19** City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Public Records:

1.20.1 The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection under applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's

designee.

- **1.20.2** An Offeror who chooses to submit material they consider a "<u>Trade Secret</u>" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy, and the Offeror indemnifies and holds the City harmless for any liability resulting from the disclosure of any materials not segregated as described above.
- **1.20.3** If an Offeror submits with a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as "Legally Confidential" in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City harmless for any liability resulting from such disclosure resulting from information not segregated as described above.
- 1.20.4 Pricing makes and models, or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.
- 1.20.5 The City will endeavor to restrict the release of material segregated and designated as "Trade Secret" or "Legally Confidential to only those individuals involved in the review and analysis of the Proposals, and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") the City may redact trade secrets and other material required to be kept confidential by law, but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.
- 1.21 Preferences: THIS IS A FEDERALLY-FUNDED PROJECT. NO PREFERENCES SHALL BE APPLIED.

1.22 Request for Proposals Protest Process:

- **1.22.1 RFP Documents:** If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.
- **1.22.2** Recommendation of Award: If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.
- **1.22.3 Timely Protests:** Protests must be received by the Chief Procurement Officer before the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

- **1.22.4** How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form, and must be legible. Protests may be electronically delivered via email or mailed. Facsimiles, telephonic, telegraphic, or any other type of electronic protests will not be accepted.
- **1.22.5 Required Information:** The protest shall contain at a minimum the following:
 - **1.22.5.1** The name and address of the protesting party;
 - **1.22.5.2** The number of the competitive solicitation;
 - **1.22.5.3** A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
 - **1.22.5.4** Details concerning the facts, which support the protest;
 - **1.22.5.5** Attachments of any written evidence available to substantiate the claims of the protest; and
 - **1.22.5.6** A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 By Mail: Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests that are mailed should be addressed as follows:

Chief Procurement Officer City of Albuquerque, Purchasing Division P.O. Box 1293 Albuquerque, NM 87103 PROTEST, RFP Number

1.22.6.2 By Electronic Mail: Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer koney@cabq.gov

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

- **1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.
- **1.22.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

- **1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. Concerning all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary concerning operations provided.
- **1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.
- **1.23.3** Coverage Required: The kinds and amounts of insurance required are as follows:
 - **1.23.3.1** Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

- **1.23.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles, and other equipment both on and off work.
- **1.23.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, under the provisions of the Workers' Compensation Act of the

State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

- **1.23.4** Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. If the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.
- **1.23.5** Additional Insurance: The City may, as a condition of the award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.
- 1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form that can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31. A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

PART 2

PROPOSAL FORMAT

Each Service as identified in Part 3, 1, A, B, C, and D shall have the same format as stated below but shall be submitted separately in Bonfire:

2.1 Technical Proposal Format

The Offeror shall submit its Technical Proposal in the City's e-procurement system, Bonfire, identifying the Sections below in the order requested. The sections will clearly identify the information that Offerors are required to provide in order for their proposals to be deemed responsive.

2.1.1 Offeror Identification: State the name and address of your organization or office and the nature of the organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified similarly. Include the name, email address, and telephone number of the person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show the ability to carry the insurance specified.

2.1.2 Experience:

- **2.1.2.1** Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.
- **2.1.2.2** Past Experience. Describe a minimum of three (3) projects of similar scope and size, that are now complete; state for whom the work was performed, the year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. DO NOT use City employees or any City elected officials as a reference. The City will not contact and will not assign any evaluation points for references from City employees or elected officials. State-relevant experience with other municipalities or government entities.
- **2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure. To effectively address service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes, and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.
- **2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from to complete tasks.
- **2.1.5** Financial Strength: Financial Performance and Capital Adequacy. Provide the

following measures of your profitability and financial stability from the last two (2) financial statements: Income Statement, Balance Sheet, and Cash Flow.

2.2 Budget Forms:

2.2.1 Total Cost: Submit your Budget Forms (Appendix A) with your Technical Proposal (upload Appendix A in the City's eProcurement system). Failure to submit your Budget Forms shall result in your proposal being deemed non-responsive.

2.2.2 The Budget Forms contain the following information:

- The cost for the entire project is broken down by the specific costs.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by line item. This might include, but is not limited to:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
 - Purchased materials, unit costs, and quantities.
 - Travel, lodging, and other direct expenses.
 - Subcontract costs if applicable,.
- **2.2.3 Offerors should show detailed costs** to complete all tasks detailed in the proposal.
- **2.2.4** All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

PART 3

Description of Services and Scope of Work

3.1 Gateway Young Adult Housing Navigation

PROPOSAL #1

Description of Services and Scope of Work

This request for proposals is focused on operating a **Youth Sheltering Program for young adults** aged 18-24, located at 2424 San Mateo Blvd NE, Albuquerque, NM 87110, still under construction. The program will begin serving up to 30 young adults in June 2025, with expansion to 50 youth by January 2026. The Department will allocate up to \$2,300,000 for this program, covering the contract period from May 1, 2025, to June 30, 2026. The Young Adult Sheltering Program will offer services tailored to support the unique needs of this transition-aged population, focusing on successful employment and housing outcomes. In addition, the program will be responsible for the full operation of the shelter, including intake, security, transportation, cleaning, and food services.

Offerors must demonstrate how their proposed activities and outputs will lead to the desired outcomes, including defining metrics and measurement tools to reliably assess progress. Collaborative work with other entities as identified and requested by the City may be required.

Purpose of the Youth Sheltering Program

The City of Albuquerque's Young Adult Sheltering Program aims to provide immediate, low-barrier access to shelter, support services, and resources for young adults aged 18-24. This program is designed to help young adults successfully transition to stable employment and housing. The Young Adult Sheltering Program will serve those who are experiencing homelessness or housing instability and are in need of support to move towards independence.

The program will include (1) provision of a safe and supportive environment for young adults to stabilize, (2) access to employment and educational resources, (3) case management and life skills training, and (4) connections to permanent housing options. The goal is to empower these young adults to achieve self-sufficiency and long-term stability.

Currently, there is a significant gap in services for this age group in Albuquerque and Bernalillo County. The program will serve young adults residing in these areas and may work closely with local service providers, educational institutions, and employers to maximize opportunities for the participants.

Need for Project

Transition-aged adults (18-24) face unique challenges that differ from both younger teens and older adults. This age group often struggles with unemployment, educational barriers, mental health issues, and a lack of stable housing. The City's Family and Community Services Department recognizes the need for a dedicated program that addresses these specific challenges and helps young adults navigate the transition to independence.

Data from the New Mexico Department of Workforce Solutions indicates that young adults in this age range face higher rates of unemployment compared to older adults. Additionally, many in this group are aging out of foster care or other systems and find themselves without the necessary support to establish stable lives. This program aims to fill that gap by providing targeted services that will support these adults

in securing employment, completing education, and obtaining permanent housing.

Project Details

The Youth Sheltering Program is expected to serve some of the most vulnerable young adults in the City/County, providing a comprehensive approach to stabilization and long-term success. The program will operate 24 hours a day, 7 days a week, 365 days a year, offering a welcoming, low-barrier, traumainformed, and person-centered environment.

3.1.1 SCOPE OF SERVICES

Gateway Young Adult Housing Navigation Center

Scope of Services to Operate the Gateway - Young Adult Shelter

This request for proposals is focused on operating a Youth Sheltering Program for young adults aged 18-24, located within the Gateway Center at 5400 Gibson SE, Albuquerque, NM, 87108. The program will begin serving up to 30 young adults in June 2025, with an expansion to 50 youth by January 2026. The Department will allocate up to \$2,300,000 for this program, covering the contract period from May 1, 2025, to June 30, 2026. The Young Adult Sheltering Program will offer services tailored to support the unique needs of this transition-aged population, focusing on successful employment and housing outcomes. In addition, the program will be responsible for the full operation of the shelter, including intake, security, transportation, cleaning, and food services.

Offerors must demonstrate how their proposed activities and outputs will lead to the desired outcomes, including defining metrics and measurement tools to reliably assess progress. Collaborative work with other entities as identified and requested by the City may be required.

3.1.2 Purpose of the Youth Sheltering Program

The City of Albuquerque's Young Adult Sheltering Program aims to provide immediate, low-barrier access to shelter, support services, and resources for young adults aged 18-24. This program is designed to help young adults successfully transition to stable employment and housing. The Young Adult Sheltering Program will serve those who are experiencing homelessness or housing instability and need support to move toward independence.

The program will include (1) provision of a safe and supportive environment for young adults to stabilize, (2) access to employment and educational resources, (3) case management and life skills training, and (4) connections to permanent housing options. The goal is to empower these young adults to achieve self-sufficiency and long-term stability.

Currently, there is a significant gap in services for this age group in Albuquerque and Bernalillo County. The program will serve young adults residing in these areas and may work closely with local service providers, educational institutions, and employers to maximize opportunities for the participants.

3.1.3 Need for Project

Transition-aged adults (18-24) face unique challenges that differ from both younger teens and older

adults. This age group often struggles with unemployment, educational barriers, mental health issues, and a lack of stable housing. The City's Family and Community Services Department recognizes the need for a dedicated program that addresses these specific challenges and helps young adults navigate the transition to independence.

Data from the New Mexico Department of Workforce Solutions indicates that young adults in this age range face higher rates of unemployment compared to older adults. Additionally, many in this group are aging out of foster care or other systems and find themselves without the necessary support to establish stable lives. This program aims to fill that gap by providing targeted services that will support these adults in securing employment, completing education, and obtaining permanent housing.

3.1.4 Project Details

The Youth Sheltering Program is expected to serve some of the most vulnerable young adults in the City/County, providing a comprehensive approach to stabilization and long-term success. The program will operate 24 hours a day, 7 days a week, 365 days a year, offering a welcoming, low-barrier, traumainformed, and person-centered environment.

In addition to providing critical support services, the program will be responsible for the full operation of the shelter, including the following:

- **Intake Services:** Implementing a streamlined intake process to assess the needs of incoming participants, determine eligibility, and initiate personalized service plans.
- **Security:** Maintaining a safe environment through 24/7 security personnel, monitoring systems, and protocols to ensure the safety of both participants and staff.
- **Transportation:** Coordinating transportation services for participants to and from employment opportunities, educational institutions, medical appointments, and housing viewings.
- Cleaning and Maintenance: Ensuring the shelter is clean, well-maintained, and meets all health and safety standards. This includes daily cleaning of common areas, outside area, and restroom facilities.
- Food Services: Providing nutritious meals and snacks that meet the dietary needs of participants. This includes breakfast, lunch, dinner, and snacks, with accommodations for special dietary requirements.
- Case Management: Providing individualized support to help the residents develop and achieve personal goals, including securing employment, continuing education, and finding permanent housing.
- **Life Skills Training:** Offering workshops and one-on-one sessions focused on essential skills such as financial literacy, job readiness, and self-care.
- **Employment Services:** Connecting youth with job opportunities, internships, and training programs to enhance employability and career development.
- **Housing Navigation:** Assisting participants in finding and securing permanent housing, including connections to affordable housing programs and rental assistance.

• **Health and Wellness Support:** Providing access to physical and mental health services, including counseling and peer support.

3.1.5 Target Population

The program will serve young adults aged 18-24 who are experiencing homelessness or housing instability and are residents of Albuquerque and Bernalillo County. Priority will be given to those who are aging out of foster care, have a history of involvement with the justice system, or are otherwise at high risk of long-term homelessness.

3.1.6 Project Goals

- **Stabilization:** Provide a safe and supportive environment where young adults can stabilize and begin to address their immediate needs.
- Employment and Education: Support young adults in securing employment and continuing their education to increase their chances of long-term success.
- **Housing:** Assist participants in finding and securing permanent housing, aiming to reduce the number of young adults experiencing homelessness.
- **Self-Sufficiency:** Empower young adults to develop the skills and resources needed to live independently and maintain long-term stability.
- **Operational Excellence:** Ensure the shelter is operated efficiently, safely, and in a manner that supports the overall well-being of participants.

3.1.7 Outcomes of Interest

- **Increased Employment:** A measurable increase in the number of young adults who secure employment during their stay in the program.
- Educational Attainment: An increase in the number of residents who enroll in or complete educational programs.
- **Housing Stability:** A reduction in the number of residents who exit the program without a stable housing plan.
- **Improved Well-being:** Positive changes in participants' mental and physical health, as well as their overall sense of well-being.
- **Shelter Operations:** High standards of cleanliness, safety, and participant satisfaction with shelter operations.

3.1.8 Performance Metrics

• **Employment Rate:** At least 60% of participants will secure employment within 90 days of entering the program.

- Education Engagement: At least 50% of participants will enroll in or complete an educational program during their stay.
- Housing Success: At least 70% of participants will exit the program with a stable housing plan.
- **Well-being Improvement:** At least 80% of participants will report an improvement in their overall well-being, as measured by self-assessments and case manager evaluations.
- **Shelter Operations:** Regular monitoring and reporting on the quality and efficiency of intakes, security, transportation, cleaning, and food services.

3.1.9 Required Data Collection and Metrics

- Participant Demographics
- Employment and Education Outcomes
- Housing Outcomes
- Length of Stay
- Self-Reported Well-being Assessments
- Referral and Connection to Services
- **Shelter Operations Metrics:** Including intake times, safety incidents, transportation logs, cleaning schedules, and food service quality assessments.

The successful respondent will be required to participate in a program advisory board and adhere to the Department's Minimum Standards. Proposals should include a detailed plan for leveraging Medicaid funds and other funding sources to supplement the cost of services.

The selected Contractor must also:

- 1. Manage all subcontractors and ensure they meet the requirements of the contract.
- 2. Provide custodial services to maintain a safe and clean environment.
- 3. Demonstrate the ability to track and monitor data, including maintaining an electronic health record system.
- 4. Maintain appropriate staffing levels to operate the program 24/7.
- 5. Ensure that all clinical and non-clinical services are provided by appropriately licensed and credentialed staff.
- 6. Oversee the day-to-day operations of the shelter, ensuring that all services, including intake, security, transportation, cleaning, and food provision, are delivered effectively and efficiently.

3.1.10 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing May 1, 2025, through June 30, 2026, with two (2) possible one (1) year extensions.

3.2 Gateway Medical Sobering Center

PROPOSAL #2

3.2.1 Description of Service and Scope of Work

This request for proposals is focused on operating the City of Albuquerque's Medical Sobering Center ("Medical Sobering Center") located within the Gateway Center at 4500 Gibson SE; Albuquerque, NM, 87108. The potential three-year total of the agreement is \$7,663,500, depending on funding, for proposed Projects supporting the operation of the medical sobering center. The Department will allocate up to \$3,000,000 annually, with the exception of Year 1 of the Agreement. Year 1 of the contract term will be funded through the Substance Abuse Mental Health Services Administration grant in the amount of \$1,663,500, the term of which will be May 1, 2025 through September 29, 2025. The budget forms should be submitted for the amount of \$1,663,500. The remainder of the contract term – September 30, 2025 through June 30, 2027 will be funded through City general funds and will be up to the total amount of \$6,000,000, with up to \$3,000,000 being allocated annually, depending on funding.

To effectively address these service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes, and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.

The purpose of the Medical Sobering Center is to support the development of a first responder and law enforcement diversion program aimed at providing immediate low-barrier access to substance use and related services, while also reducing a growing 9-1-1 emergency response rate. The Medical Sobering Center will serve individuals experiencing Substance Use Disorder (SUD) who have moderate to severe alcohol and/or other drug intoxication may have survived an overdose and may be experiencing homelessness.

The Medical Sobering Center will be used to (1) divert individuals with moderate acuity intoxication from overcrowded emergency departments and jails to a safe place for monitoring and to sober up and recover from the effects of acute intoxication; (2) establish front-door access to services including treatment, recovery support, case management, recovery housing, and other unmet social needs to ultimately end the cycle of addiction; and (3) reduce morbidity and mortality related to substance misuse/SUD by improving health outcomes and, in turn, reducing the need for emergency response. Currently, the City of Albuquerque/Bernalillo County has no such resource. The Medical Sobering Center will serve guests residing in the geographic area of the City of Albuquerque and Bernalillo County. The Medical Sobering Center proposed a diversion site will be utilized primarily by first responder teams that include but are not limited to Albuquerque Fire and Rescue (AFR), Albuquerque Police Department (APD), Albuquerque Ambulance (AA), the Albuquerque Community Services (ACS) Department, Bernalillo County Sheriff's Office (BCSO), Bernalillo County Fire Department (BCFD), and Mobile Crisis Teams.

3.2.2 Need for Project:

To better understand the need for a diversion program and the impact of acute alcohol and other substance-related public intoxication across Albuquerque's paramedic and hospital emergency response

system, the City's Health, Housing and Homelessness Department (Formerly Department of Family and Community Services) conducted a study in February – March 2021 examined SUD-related incidences over three years, from January 2018 through December 2020. It is important to note that before 2018, emergency response to public inebriation-related 9-1-1 calls within the City often had three entities arriving on the scene: Albuquerque Police Department (APD), Albuquerque Fire and Rescue (AFR), and Albuquerque Ambulance (AA). The response policy changed in 2018 whereas now, APD is dispatched only when there is a public safety or criminal aspect to the call. While the response policy change alleviated much of the response impact on APD, the impact across AFR, AA, and Albuquerque's already-stressed emergency response system continues to rise.

From 2018 to 2020, AFR responded to 43,094 substance-related intoxication and overdose incidents, at an average cost to the City of more than \$1.3 million per year. During the same three-year time period, the life-saving overdose reversal drug naloxone was administered 2,007 times, with the highest rate administered in 2020 at 737 incidents. In fact, despite an overall reduction in response calls due to COVID-19 in 2020, data reveals that responses to unknown/unconscious and overdose 9-1-1 calls continued to increase. Adding to the overwhelming response rates are patients with repeat 9-1-1 encounters, in some cases as many as 10 times or more in a year. Over the past three years, 601 unique patients account for 9,858 incidents across all emergency 9-1-1 responses. Regarding transports to a hospital, Albuquerque Ambulance (AA) transported over 30,000 intoxicated, overdosed, or unconscious/unknown classified individuals to an emergency room following a dispatched call. The study found that nearly three-quarters of all AA transports were taken to destinations within Albuquerque's two largest hospital systems, with more than 40 percent taken to the Presbyterian Hospital System (PHS), followed by nearly 30 percent to University of New Mexico Hospital (UNMH) emergency departments (EDs).

Alcohol, by far, is the number one related substance for ED utilization due to intoxication and overdose as revealed by the two Albuquerque hospitals analyzed in the study. Stimulants are the second most frequent substance detected during the 2018 through 2020 ED encounters. These findings correlate to the fact that New Mexico has a long history of having some of the highest rates of harmful alcohol and drug misuse in the country. For nearly four decades, New Mexico has ranked among the highest in the nation for alcohol-related death; and in 2018, New Mexico recorded its highest-ever alcohol-related death rate at 70.3 deaths per 100,000 population. The problems associated with addiction throughout New Mexico and here in Albuquerque is complex, multi-generational, and most often driven by underlying social determinants of health issues, including poverty and lack of access to quality care.

Regarding overdose rates, the New Mexico Department of Health (NMDOH) reports the state's overdose death toll jumped to 721 in 2020 compared with 574 the year before. The 25% increase in New Mexico overdose deaths is reportedly fueled by an increased presence of the opioid fentanyl. According to state and federal officials, the presence of fentanyl in the drug supply is part of a national trend that began before the COVID-19 pandemic struck last year and has had a significant impact on Albuquerque during the pandemic lockdown. In comparison, NMDOH attributed the 9 percent increase in overdose deaths in 2018 over 2017 to a rise in deaths involving only methamphetamine. At that time, 2018 recorded 537 deaths — the second-highest drug-related overdose deaths in the state's history and slightly behind the 540 overdose fatalities reported in 2014. In addition to the 25% increase in overdose deaths realized in 2020, community members from both the medical and criminal justice systems are increasingly concerned about jail and hospital overcrowding, both negatively impacted by public intoxication.

Decriminalization of public inebriation in many states has helped to alleviate jail time, yet, in Albuquerque, 9-1-1 calls for intoxication, and drug-related responses are alarmingly on the rise. In turn, RFP-2025-650—EV "Operators for Gateway Services"

transports to an already strained hospital emergency system result in caring for an influx of patients with non-emergent needs. In one reported incident, a patient with SUD and co-occurring mental health diagnosis waited more than 24 hours at a local ED to be seen and an additional 12 hours to be transported to an inpatient treatment facility. The EDs are not alone in the impact: the Bernalillo County Metropolitan Detention Center recently realized an unprecedented spike in deaths where six of the nine fatalities during the past year appear to have occurred while inmates were detoxing from drugs or alcohol. Simply put, there is a growing need in the Albuquerque community to address alternative options to the current emergency response for individuals who are under the influence of drugs and/or alcohol and who are without other acute medical needs. Reviewing repeat or high utilizers of Albuquerque's emergency response system makes the case even more evident. Without it, many of these individuals circle through the system continuously with no safety net in place to get help and end the revolving door effect.

3.2.3 Project Details:

It is anticipated the Medical Sobering Center will serve some of the City's/County's most fragile and underserved residents. The Medical Sobering Center is part of an effort to change how our community addresses public intoxication, addiction homelessness and will address the immediate clinical needs of persons experiencing moderate to severe intoxication in a safe, lower-cost site while also meeting the broader needs of the participants it serves by creating access to case management, treatment, and social resources. The model of the Medical Sobering Center is a short-term around-the-clock monitoring facility operating 24 hours a day, 7 days a week, 365 days a year. The Medical Sobering Center aims to be a welcoming, low-barrier, trauma-informed, person-centered alternative for current standards of care based on harm reduction and recovery. Medical Sobering Center will have oversight with a medical director and be staffed onsite 24/7 with certified peer recovery support specialists, registered nurses or equivalent, and emergency medical technicians, or equivalent. In addition to the 24/7 staff, case managers will be assigned to help guide participants to treatment and recovery support. At implementation, the medical director position will work closely with onsite leadership and partner agencies to develop guidelines and protocols for participant intake, participant care, and monitoring, medication administration, onsite emergency response, transport, training, chart reviews, etc. Ideally, the medical director would have some emergency experience and be trained in addiction medicine, treatment and recovery, and/or emergency medicine.

It is proposed the site initially accept adults 18 years and older who are transported by City emergency vehicles as a result of a 9-1-1 emergency response, who meet triage admission criteria mutually developed by the selected contractor and the DHHH consistent with the criteria identified in the RFP.

Participation is voluntary, and participants are free to leave at any time, with an anticipated length of stay between 4 to 12 hours up to just under 24 hours when needed. Substance use prevention and harm reduction services or training will be delivered to participants during their stay and upon discharge to reduce the risk of future overdose and to promote connections to other supportive SUD treatment, medical care, and/or housing support. General admission criteria and characteristics include: signs of intoxication in individuals, admission of excessive alcohol consumption; symptoms indicative of an altered mental state, and the detectable odor of alcohol. To ensure the safety and appropriate care of the target population: individuals must have no evidence of urgent/emergent medical problems, will not have acute comorbidities requiring emergency-level care, and present no danger to themselves or others. A medical assessment at intake will help determine both eligibility and ensure the Medical Sobering Center is a voluntary program.

The location of the Medical Sobering Center is the City-owned Gateway Center and the former site of the Lovelace Hospital emergency department. In addition to the existing emergency and triage space, the site RFP-2025-650—EV "Operators for Gateway Services" 23

complex provides a campus-like setting with onsite residential and outpatient SUD services, behavioral health support, co-occurring disorder treatment providers, and a city-managed emergency homeless shelter which opened in August 2023. The Gateway Center is within three miles of where most of the SUD-related 9-1-1 responses occur.

The facility design supports a combination of 49 total beds, recliners, and private rooms. The total number of participants to be served on an annual basis is anticipated at roughly 17,885 participant encounters. For the first year of operation, it is anticipated a phased approach for accepting participants, utilizing 30 beds for the first six months, serving approximately 5,4750 unduplicated participant encounters. Based on recent data from Albuquerque Fire and Rescue, we anticipate the program seeing upwards of 80 individuals monthly, and this increasing as the Medical Sobering Center is integrated into the system of care and other entities increase their referrals to the Center It is unknown how many unduplicated participants will comprise the anticipated 17,885 participant encounters.

The City's feasibility study highlighted those patients utilizing the emergency department for similar services had up to ten ED visits annually. Data collection and tracking by the Offeror will determine this rate of recidivism. Nevertheless, substance use prevention and harm reduction services or training will be delivered to participants upon discharge to reduce the risk of future overdose and to promote connections to other supportive SUD treatments, medical care, and/or housing support. Target Population:

In addition to the details contained within this RFP, the Medical Sobering Center will serve some of the City's/County's most fragile and underserved residents. It is proposed the site initially accept adults 18 years and older who are transported by City emergency vehicles as a result of a 9-1-1 emergency response, who meet triage admission criteria to be developed by the selected contractor and the DFCS consistent with criteria identified in the RFP. General admission criteria and characteristics include: signs of intoxication in individuals, admission of excessive alcohol consumption; symptoms indicative of an altered mental state, and the detectable odor of alcohol. To ensure the safety and appropriate care of the target population: individuals must be able to walk with assistance (ambulatory with support), have no evidence of urgent/emergent medical problems, will not have any acute comorbidities, and present no danger to themselves or others. Additional limitations will include: the completion of a medical assessment that results in findings that are inclusive for sobering center intervention and ensuring the sobering center is a voluntary program. The centers focus on non-violent public intoxication offenders.

3.2.4 Services shall include, but not be limited to the following:

The Offeror must be able to provide

- Screening for participant needs and readiness for change including engagement with peer professionals;
- Referrals and direct transfers to individually appropriate levels of American Society of Addiction Medicine (ASAM) SUD treatment services either on-site or in the community;
- Care management and coordination directly or through strong community partnerships to support participants discharged from the facility. The collaborations will be supported by structured procedures and protocols between parties and include but are not limited to: connection to Medicaid and commercial health plan support services, health home care coordination, income support, and other entitlements programs, including, but not limited to: Supplemental Nutrition Assistance Program, Supplemental Security Income, Social Security Disability Income, housing support, and other relevant support services, permanent housing supports, treatment services, health care providers, and recovery services;

- Navigation, linkages, and referrals to housing, transportation, social services, and other supports to address unmet social needs; 3.1.5 Provision of the day-to-day oversight of the facility and being accountable partner to the City;
- Provide high-quality services that are culturally competent, timely, and appropriate to the needs
 of participants and comply with all applicable City and Federal laws, licensing, and certification
 standards, meeting all required reporting and monitoring requirements, and continuous quality
 improvement;
- Screening and Assessment, including onsite services to screen and assess; medical and behavioral health status that incorporate standard biopsychosocial elements, social determinants of health, and ASAM criteria for assessment of SUD; 3.1.8 Ensure that clinical and treatment services are provided by staff appropriately licensed, certified, and/or credentialed for their position and defined operational role and include oversight with a medical director, and be staffed onsite 24/7 with certified peer recovery support specialists, registered nurses or equivalent, and emergency medical technicians, or equivalent, as well as case managers assigned to help guide participants to treatment and recovery support;
- Non-medical emergency transport for participants exiting the center or transferring to the Medical Sobering Center from other facilities;
- Medications for nutrition, dehydration, and withdrawal management
- Provide appropriate wound care for the client population.
- Work closely with onsite leadership and partner agencies to develop guidelines and protocols for participant intake, participant care, and monitoring, medication administration, onsite emergency response, transport, training, chart reviews, etc.
- Meet the specific licensure or certification requirements necessary for the delivery of the required services
- Provide custodial services to ensure a safe and clean environment for the operation of the Medical Sobering Center.
- Offer all guests who are unhoused the opportunity to complete a common assessment for the Coordinated Entry System (i.e., the VI-SPDAT) while receiving services either directly with staff or by assisting guests to connect with another agency to complete the VI-SPDAT, if able.

3.2.5 Required Policies and Procedures:

- Medication administration and distribution, for both medications brought into the facility by patients and the administration of medications prescribed by the medical sobering center.
- The utilization of Benzodiazepines during the sobering process, specifically protocols for handling Benzodiazepines like Ativan or other meds like Naltrexone. Local detox facilities have admissions criteria that prevent the admission of patients who have used Benzodiazepines. Detail a policy that will allow for an entity to collect urine from a patient before administering a Benzodiazepine so documentation can occur that the Medical Sobering administered the Benzodiazepines and rule out recent use.
- Addressing alcohol withdrawals to ensure the safety of the clients.
- TeleMAT induction for those patents appropriate for induction can be provided by a 3rd party.

3.2.6 Operations Plan:

- Develop and implement an operations plan for the Medical Sobering Center that is approved by DHHH and is consistent with the vision outlined in this RFP. The successful Offeror will modify the operational plan during the contract based on feedback and programmatic needs. The operation plan must include, but is not limited to, the following high-level tenets:
 - o Ensure services are voluntary.

- o Provision of services 24 hours/day, 365 days/year to participants seeking services.
- Provision of evidence-based or evidence-informed services, delivered in a trauma-informed setting.
- O Provision of clinical and non-clinical services to serve participants with cooccurring disorders or developmental disabilities and/or health/medical issues, who are not presenting imminent risk to themselves or others.
- Provides a complete set of policies and procedures to operate a safe and accessible medical sobering center with appropriately licensed and trained personnel.

3.2.7 Additional Requirements:

- Enter into an occupancy agreement with the City agreeing to maintain the property owned by the City in the capacity of occupant, for the duration of the contract period, as needed.
- Manage all subcontractors including oversight, management, and reimbursement of services. This includes overseeing that all services delivered by subcontractors are meeting the requirements of the contract and all applicable licensing standards.
- Be responsible for program revenue management and fiscal operations that support the ability to secure braided funding sources which may include, but are not limited to: Medicaid, commercial insurance, private funding, and other City, State, or Federal sources.
- Maintain advanced revenue cycle management capabilities, sufficient cash reserves, and the
 ability to perform all necessary billing, coding, and revenue management to ensure the
 sustainability of services at the facility.
- Participate in an HHH-led workgroup, or advisory group and assist in convening/participating in implementation and planning meetings after the award date, prior to the start of on-site participant service delivery, and periodically throughout the contract term.
- Demonstrate electronic data-sharing capabilities that consider relevant privacy and security rules and regulations to support streamlined coordination of services and rigorous outcomes tracking. The contractor will be required to share (with appropriate consent) de-identified participant information with sub-contractors and community partners to coordinate care, monitor outcomes, and produce required reports.
- Develop and implement a method for accurately and efficiently tracking and monitoring data, including the implementation and maintenance of an electronic health record.
- Acquire and maintain all required licenses related to food service on the premises as applicable.
- Acquire and maintain all required licenses related to the storage and disbursement of regulated pharmacological products.
- Operate, maintain, and upgrade as needed or appropriate to a certified electronic health record (EHR) system, or be willing to utilize such system. Such a system must be used to document ongoing care coordination activities, including assessment, care planning, and information-sharing, as well as service utilization.
- Participate through a formal agreement with a registered Health Information Exchange ("HIE") entity of the local Health Information Exchange to monitor and or manage admissions, discharges, and other healthcare settings transition for sobering center participants.
- Participate in a center advisory board to be established by the City.
- Coordinate with the City to address logistical and operational issues as they arise.
- Adhere to the Department's Minimum Standards.

3.2.8 Performance Metrics:

- Divert individuals with moderate acuity intoxication from overcrowded emergency departments and jails to a safe place to recover from the potentially harmful effects of intoxication and regain the ability for self-care, with 60% of participants staying at least 4 hours in the sobering center.
- Establish front-door access to services including treatment, recovery supports, case management, recovery housing, and other unmet social needs with 50% of participants who remain a minimum of four hours being screened for substance use disorders, acute medical and mental health conditions, injuries, and health care services eligibility and referred for additional stabilization and community support services as measured by the program monthly report and 100% of participants who complete at least four hours shall be offered substance use counseling as measured by the program's monthly report.
- Connect 50% of participants who stay at least four hours with additional services at the time of discharge,
- 100% of participants who screen positive for opioid use disorder will be referred to Medication Assisted Treatment (MAT).
- Operationalize the intake process to achieve 100% of participant drop-offs by referring parties (including but not limited to AFR, ACS, AA, APD, BCSO, BCFD) taking place within ten (10) minutes from arrival at the medical sobering center.
- Promote harm reduction with 100% of participants being offered substance use prevention and harm reduction services, training, and supplies as appropriate at the time of discharge
- Numbers and types of admissions
- Self-report substance used to result in participant utilizing center services
- Numbers and types of referrals that are declined and reasons for refusal/ineligibility
- Number of referrals turned away for lack of beds available
- Participant Demographics
- Number of transports to higher levels of care including medical and behavioral health services or law enforcement
- Length of stay
- Unique participants including tracking of repeat visits
- Needs assessment, referrals made, and referral connections
- Numbers of referrals made and referral connections from County Services
- Care plans and care coordination
- Disposition at discharge status, including mortality rate
- Referral or intake information
- Turn around/drop off time for ACS, AFR, BCSO, APD, etc.
- Disposition location
- Percent complete recommended detoxification/treatment
- Percent receive all recommended examinations/laboratory tests/psychotropic medication(s)/stabilization before departure
- Percent accept referrals to outreach/case management
- Services/specialty services/follow-up
- Percent participate in goal setting/development of the plan of care
- Percent connect with a PATH program
- **3.2.9 Sobering Center Inclusion Criteria**: Ensure services are medically appropriate by meeting all of the following criteria:
 - Indication of alcohol intoxication (odor of alcoholic beverages on breath, bottle)
 - Glasgow coma score 13 or greater

- Systolic blood pressure above 80
- Diastolic blood pressure under 110
- Pulse rate over 60 and under 140
- Oxygen saturation above 89%
- Respiratory rate over 8 and under 24
- Temperature above 93° F (33.9° C) and below 101.5 ° F (38.6 ° C) tympanic may be some variance due to time of year
- Blood sugar level 50 300
- No active bleeding noted that is unable to be stopped
- Not actively seizing
- No open wounds or lacerations, depending on the facility allow for simple wound care and assessment for infection
- Ability to provide basic information
- Age 18 or older
- No new focal neurological deficits.

3.2.10 Overarching Project Goals:

- Provide an alternative to criminal justice detainment and arrest of individuals for public inebriation.
- Provide a space for persons cited with public intoxication and DWI (Driving while intoxicated) to safely recover in the least restrictive environment and gain access to treatment and recovery services.
- Establish front-door access to services, including housing and treatment.
- Create partnerships and collaboration with community resources.
- Meet or exceed participant engagement goals for treatment and community resource referrals.
- Provide holistic and targeted care for persons with co-occurring homelessness and alcohol or substance use disorders leading to improved health and social outcomes.
- Decrease the number of medically unnecessary ambulance transports to the ED for persons with co-occurring homelessness and alcohol and/or other drug misuse and substance use disorders.
- Decrease the number of medically unnecessary ED visits for persons with co-occurring homelessness and alcohol use disorder.
- Reduce mortality from untreated illness and environmental exposure, in particular for those experiencing homelessness.
- Reduce the use of emergency services for acute uncomplicated alcohol and/or other drug intoxication, including emergency response and hospitalization.
- Reduce the number of contacts with the criminal justice system resulting in detainment, arrest, and incarceration.
- Increase access to and use of preventative medical and behavioral health services, such as vaccinations, and obtaining medication.
- Increase indicators of social stability.
- Create an improved quality of life.
- The Offeror must agree to leverage Medicaid Funds to supplement the cost of services.

3.2.11 Federal Funding. The contract with the successful Offeror shall be subject to the following requirements for the first year of the Agreement:

• Funding Limitations – Costs allocated to the award must be reasonable and allowable under the Notice of Funding Opportunity and all applicable policies and regulations. The cost principles

that delineate the allowable and unallowable expenditures for the federal Department of Health and Human Service recipients are described in the applicable sections of the Code of Federal Regulations (CFR). Funding limitations and restrictions are listed in the Notice of Funding Opportunity and in the SAMHSA grantee guidelines on Financial

- Management Requirements. Respondents must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds, according to the "factors affecting allowability of costs" outlined in 2 CFR §200.403 and the "reasonable costs" considerations outlined in 2 CFR §200.404.
- The Notice of Award, Notice of Funding Opportunity, and Standard Terms and Conditions of this award, as applicable (see Appendix A).
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and as codified by DHHS at 45 CFR Part 75, as applicable.
- The provisions of 2 CFR Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (see Appendix B).

3.2.12 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing May 1, 2025, through September 29, 2025, with two (2) possible one (1) year extensions.

3.3 Gateway Women's Housing Navigation Center

PROPOSAL #3

This request for proposals is focused on operating and providing case management for the Gateway Women's Housing Navigation Center located within the Gateway Center at 5400 Gibson SE, Albuquerque, NM, 87108. The selected operator will run the location 365 days a year, 24 hours a day, 7 days a week. The Department will allocate up to \$1,800,000.00 for this program, covering the contract period from July 1, 2025 to June 30, 2026.

The Women's Housing Navigation Center can accommodate up to 50 single adult men. The successful Offeror will provide opportunities for each guest to develop an exit strategy to safe, stable housing. As part of operating the shelter, the successful Offeror shall be responsible for, but not limited to:

3.3.1 Operations of the Gateway Women's Housing Navigation Center

A. Design and Programming

- a. Participate in regular meetings with HHH to evaluate and revise (as necessary) the Administrative Policies and Operations Plan of the Gateway Center.
- b. Participate in regular meetings with other service providers in and outside of the Gateway Center to facilitate efficient coordination of services for Gateway Center guests.
- c. Meet monthly with the City staff operating the Gateway Center, or as often as needed to ensure the effectiveness of programming.

B. Community Engagement

a. Engage with the neighborhood including:

- i. Attend Neighborhood Association Meetings of the five adjacent Neighborhood Associations including Siesta Hills, Parkland Hills, Trumbull Village, South San Pedro, and Elder Homestead.
- ii. Participate in the District 6 monthly meetings.
- b. Support the ongoing implementation of the Good Neighbor Agreement between the City of Albuquerque and Neighborhood Associations
 - i. Designate a representative to attend the Neighborhood Advisory Council, which established by the Good Neighbor Agreement.
 - ii. Send representatives to participate in the Gateway Public Safety District Meetings.

C. Culture

- a. Build a culture of meeting people where they are at with trauma-informed services
 - i. Use best practices such as motivational interviewing to engage with Shelter guests to build trust and rapport.
 - ii. Create an atmosphere of "home" at the Shelter by welcoming guests as soon as they enter, hosting community-building events, decorating the Shelter for the season, and any other means to create a warm atmosphere.
 - iii. Incorporate guests into the Shelter operations such as in the formation of a welcoming committee, as activity organizers, operational tasks, or as part of a People with Lived Experiences in Homelessness Advisory Committee.
 - iv. Embed cultural competency, including that relevant to Native Americans in daily operational practices.
 - v. Establish a peer support program, with weekly group meetings facilitated by individuals with lived experience, to encourage recovery, resilience, and community building among guests.

b. Collaboration

- i. Collaborate with the City to address logistical and operational issues as they arise
- ii. Collaborate with other providers and volunteers to build access to and ensure connectivity to a range of services for guests

D. Core Services

- a. Operate the Women's Housing Navigation Center in accordance with all applicable federal, state, and local laws and regulations.
- b. In collaboration with HHH, develop detailed policies, procedures, protocols, and checklists for the daily operations of the Women's Housing Navigation Center. Maintain, implement, and revise standard operating procedures (SOPs) on an as-needed basis.
- c. Manage an intake process from 8 AM to 8 PM:
 - i. Collaborate with referring agencies on information-sharing methods to accept referrals for potential guests, including, the use of any software or application that coordinates services and manages guests that the City may require
 - ii. Accept and coordinate referrals from hospitals, other shelters, First Responder Drop-Off, Albuquerque Police Department (APD), Albuquerque Fire and Rescue (AFR), Albuquerque Community Safety (ACS), Bernalillo County Sheriff's Office (BCSO), Bernalillo County Fire Department (BCFD), Bernalillo County Resource Re-Entry Center, the Metropolitan Detention Center (MDC) and other referral sources identified by the City
 - iii. The intake process must include asking the appropriate questions, signing agreements to stay at the Gateway Center, and other processes the provider identifies as needed during intake

- iv. Operate intake safety measures:
 - 1. Operate a hot box or other heat treatment mechanism for pest control applied to the belongings of entering guests, located on the grounds of the Gateway Center
 - 2. Operate an amnesty box where guests may surrender weapons, alcohol, and drugs --as well as anything else -- during their entry and stay in the shelter
- v. Manage guest roster and bed assignment placement; communicate with guests about the 90-day stay policy. The 90-day stay is a goal towards exit but extensions are available if the guest is making progress towards building a plan for exit to stable housing.
- d. Proactively offer guests the opportunity to develop an individualized exit plan to another safe, stable location such as housing. As the Shelter wants to meet people where they are at, an exit plan can be defined as exit to housing, to the Sobering Center or another treatment location, to another shelter, or family through re-connection. The individual defines what is best for them and where they need to go next.
 - i. Conduct initial engagement within the first 48 hours of intake of each guest to assist in connection to services and offer the development of an individualized exit plan; until participating, conduct outreach multiple times and evaluate progress during each attempt
 - ii. Manage HIPAA-compliant database where intake and further assessment information is stored (See **F. Data and Reporting**)
 - iii. Facilitate connection to on-site and/or community-based services articulated in the individualized exit/service plan including resources and support services that are needed during the stay and after exit to maintain housing, income, and mental, emotional, and physical well-being.
 - iv. Transition at least 70% of guests into safe, stable housing within a 90-day stay, with individualized exit plans created and updated bi-weekly.
 - v. Manage a team of staff (in a 1 staff: 15 guest ratio) that can support connecting guests to resources. These staff members must include:
 - 1. Case managers who can support individuals in developing their skills to independently gain access to needed medical, behavioral health, housing, employment, social, educational, and other services
 - 2. Peer support workers with lived experience who have skills to help others experiencing a similar situation; may also assist in monitoring the sleeping areas and living spaces (dining room, living room, outdoor area)
 - 3. Housing navigators who can help guests navigate the housing process including the acquisition of key documents needed to attain housing
 - vi. Maintain up-to-date staff training and certifications in trauma-informed care, motivational interviewing, cultural humility, on-site crisis intervention and deescalation skills, and other skills the provider identifies as needed, that are to be provided to the City under the Administrative Requirements
- e. Operate the Shelter in a sanitary and safe manner
 - i. Provide monitoring for indoor and outdoor spaces with at least two peer-support workers in the sleeping area for each shift on a 24/7 basis
 - ii. Staff should be trained and expected to conduct monitoring activities to manage compliance with Shelter rules using crisis intervention and de-escalation skills to support a safe, calm environment. In addition to existing protocols, ensure the

intake process includes a pre-screening for immediate safety risks and a system to flag high-priority cases for expedited support

iii. Ensure the intake process includes a pre-screening for immediate safety risks and a system to flag high-priority cases for expedited support

iv. As a City facility, the Gateway Center staff will work with the operator to share responsibilities. The following table provides information on expected roles:

responsibilities. The following table provides information on expected roles:		
Role	Contractor Responsibilities	City Responsibilities
Security	 Ensure the safety of staff and guests in the Gateway Center including the intake area, sleeping areas, and living spaces. Use harm reduction models in the approach to providing security services including the training of all staff in deescalation practices. Ensure guests follow agreed-upon shelter rules. Monitor security camera's surveillance screens. Secure Gateway Center parking lot. Operate amnesty box. Other safety measures such as operating a sharps disposal system. 	 Provide 24/7 security presence to control the exterior of the Gateway Center building, common areas such as the lobby, and parking lots; Gateway security will be available to respond in an emergency but are not the primary security provider for the Gateway Center. Provide security cameras and surveillance screens within Gateway Center living spaces, outdoors, and intake. Provide and manage fire alarms and other alert systems within the building. Provide custodial services
Services	 Regular cleaning of Women's Housing Navigation Center guest sleeping areas, hallways, living areas, furnishings, and bathrooms and showers. 	for areas outside the Women's Housing Navigation Center.
Maintenance	 Monitor the safe use and operation of equipment. Report maintenance work needed on a timely basis to the City through the maintenance request system. Provide/ contract for consistent, effective pest control treatments. Maintain outdoor area and parking lot area outside the shelter free of litter or 	Provide maintenance and repair to City-owned facilities including those in the Women's Housing Navigation Center such as plumbing, HVAC, washers /dryers, lighting, and electrical equipment.

	other waste.	
Laundry	 Contract and provide weekly washing of linens (sheets and towels). 	 Provide a limited number of washers/dryers for guest use.
Office equipment	Hardware and equipment (phones, laptops, copiers, etc.).	 Provide licenses for City-required software. Internet, Phone Service, or any other IT needs.

f. Transportation

- i. Operate transportation (a shuttle or other form) for an estimated 20 people per day referred by agencies to the Women's Housing Navigation Center during the hours of 8 AM and 8 PM for regularly scheduled drop off and pick up at select locations around the city.
- ii. Provide transportation for individuals exiting the Women's Housing Navigation Center to their appropriate destination.
- iii. Arrange for or provide transportation for guests as they apply for housing, employment, benefits, or other resources (this may include facilitating access to City Sun Van, MCO/Medicaid-reimbursed transportation, or City bus routes).

E. Other Amenities

a. Dining

- i. Submit weekly meal counts to the catering contractor, distribute and clean up for three meals per day.
- ii. Ensure the kitchen area is clean and maintained
- iii. Provide guest snacking options for all hours of the night/day
- iv. Manage guest dietary requirements including submitting requests for meals from caterers for specialized meals that meet dietary needs.
- v. Manage storage and distribution of food donations

b. Medical

- i. During regular operation hours, provide basic first aid (e.g. band-aids, over-the-counter medicine) for guests
- ii. Be prepared to implement communicable disease mitigation practices including but not limited to an isolation space, plastic sheeting or periodic testing in consultation with the City

c. Storage

i. Operate a system for individuals to track and store their belongings while they reside at the Women's Housing Navigation Center; the City will provide space on the Gateway Center property

d. Low-Barrier

i. Operate the access control system and protocols that enable guests to come and go from the Women's Housing Navigation Center as necessary (for instance, for a job or to visit a family member). If a Women's Housing Navigation Center guest wishes to bring a visitor who is not part of the program, the operator must have "eyes on" the visitor when the visitor is in the common areas. Visitors will not be allowed in the sleeping areas. The limit on the number of visitors is subject to the operator's decision and capacity.

- ii. Administer admissions policies that include, among other things, the admission of guests under the influence and guests with complex histories, provided they are not disruptive or aggressive.
- iii. Administer the orderly admittance of pets including drafting, execution, and enforcement of a policy and guest Pet Agreement upon entry
- iv. Follow all applicable federal, state, and local laws and regulations to provide shelter for as many guests as possible up to the set capacity limit.

F. Data and Reporting

- a. Confidentially collect and manage guest data as may be required by the City or other regulatory agencies
 - i. Implement systems that manage guest data and referrals to agencies, including any such systems mandated by the City
 - ii. Collect documentation such as Release of Information forms as needed
- b. Manage accurate external databases
 - i. Enter complete data into the Homeless Management Information System (HMIS) in accordance with HMIS standards
- c. Report to the City, information including but not limited to:
 - i. Weekly, occupancy report
 - ii. Monthly, demographic data about the population served at Gateway Center
 - iii. Quarterly, average length of time to exit plan
 - iv. Quarterly, guest general satisfaction survey

3.3.2 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing July 1, 2025, through June 30, 2026, with two (2) possible one (1) year extensions.

3.4 Men's Housing Navigation Center

PROPOSAL #4

This request for proposals is focused on operating and providing case management for the Gateway Men's Housing Navigation Center located within the Gateway Center at 5400 Gibson SE, Albuquerque, NM, 87108. The selected operator will run the location 365 days a year, 24 hours a day, 7 days a week. The Department will allocate up to \$1,800,000.00 annually, depending on funding, for this program, covering the contract period from July 1, 2025 to June 30, 2026.

The Men's Housing Navigation Center can accommodate up to 50 single adult men. The successful Offeror will provide opportunities for each guest to develop an exit strategy to safe, stable housing. As part of operating the shelter, the successful Offeror shall be responsible for, but not limited to:

3.4.1 Programming

- a. Participate in regular meetings with HHH to evaluate and revise (as necessary) the Administrative Policies and Operations Plan of the Gateway Center Men's Shelter.
- b. Participate in regular meetings with other service providers in and outside of the Gateway Center to facilitate efficient coordination of services for guests.
- c. Meet bi-weekly with the City staff operating the Gateway Center for the first six months of operation and as-needed basis afterward.

3.4.2 Community Engagement

- a. Engage with the neighborhood including:
 - i. Attend Neighborhood Association Meetings of the five adjacent Neighborhood Associations including Siesta Hills, Parkland Hills, Trumbull Village, South San Pedro, and Elder Homestead.
 - ii. Participate in the District 6 monthly meetings.
- b. Support the ongoing implementation of the Good Neighbor Agreement between the City of Albuquerque and Neighborhood Associations
 - i. Designate a representative to attend the Neighborhood Advisory Council, established by the Good Neighbor Agreement.
 - ii. Send representatives to participate in the Gateway Public Safety District Meetings.

3.4.3 Culture

- a. Build a culture of meeting people where they are at with trauma-informed services
 - i. Use best practices such as motivational interviewing to engage with Shelter guests to build trust and rapport.
 - ii. Create an atmosphere of "home" at the Shelter by welcoming guests as soon as they enter, hosting community-building events, decorating the Shelter for the season, and any other means to create a warm atmosphere.
 - iii. Incorporate guests into the Shelter operations such as in the formation of a welcoming committee, as activity organizers, or as operational tasks.
 - iv. Embed cultural competency, including those relevant to Native Americans in daily operational practices.

b. Collaboration

- i. Collaborate with the City to address logistical and operational issues as they arise.
- ii. Collaborate with other providers and volunteers to build access to a range of services for guests. Establish formal partnerships with community organizations to provide employment readiness training, and job placement. assistance, and long-term housing navigation support for guests.
- iii. Establish formal partnerships with community organizations to provide employment readiness training, job placement assistance, and long-term housing navigation support for guests.

3.4.4 Core Services

a. Operate the Gateway Center under all applicable federal, state, and local laws and regulations.

- b. In collaboration with the City's Health, Housing, and Homelessness Department (HHH), develop detailed policies, procedures, protocols, and checklists for the daily operations of the Gateway Center. Maintain, implement, and revise standard operating procedures (SOPs) on an as-needed basis.
- c. Manage an intake process from 8 AM to 8 PM:
 - i. Collection of self-reported information by each guest per the Homeless Management Information System (HMIS) Standard Intake Form, that
 - includes but is not limited to: demographic information, military service, previous living situation, physical/behavioral health conditions, and pet health/vaccination information, etc.;
 - ii. Self-reporting of guest ability to independently perform activities for daily living (ADLs) in a shelter environment. In cases in which a prospective guest requests shelter and cannot independently perform ADLs, the Offeror will refer to entities better equipped to provide a higher level of health or medical-related care;
 - iii. New guest orientation to include but not be limited to: guest agreement that outlines rules, pet agreement (as applicable), bed assignment, distribution of linens and hygiene packs, heat treatment of belongings for pest control, management of guest belongings, etc.
 - iv. Collaborate with referring agencies on information-sharing methods to accept referrals for potential guests, including the use of any software or application that coordinates services and manages guests that the City may require.
 - v. Accept and coordinate referrals from hospitals, other shelters, First Responder Receiving Area, Albuquerque Police Department (APD), Albuquerque Fire and Rescue (AFR), Albuquerque Community Safety (ACS), Bernalillo County Sheriff's Office (BCSO), Bernalillo County Fire Department (BCFD), Bernalillo County Resource Re-Entry Center, the Metropolitan Detention Center (MDC) and other referral sources identified by the City.
 - vi. Accept a minimum of 20% of referrals from Gateway West.
 - vii. The intake process must include asking the appropriate questions, signing agreements to stay at the Gateway Center, and other processes the provider identifies as needed during intake.
 - viii. Operate intake safety measures:
 - 1. Operate a hot box or other heat treatment mechanism for the purpose of pest control applied to the belongings of entering guests, located on the grounds of the Gibson Health Hub.
 - 2. Operate an amnesty box system where guests may surrender weapons, alcohol, and drugs --as well as anything else -- during their entry and stay in the shelter.

- ix. Manage guest roster and bed assignment placement, including tracking new and returning guests; communicate with guests about the 90-day stay policy. The 90-day stay is a goal towards exit but extensions are available if the guest is making progress towards their individualized service plan for exit to stable housing.
- d. Proactively offer guests the opportunity to develop an individualized exit plan to another safe, stable location such as housing. As the Shelter wants to meet people where they are at, an exit plan can be defined as exit to housing, to the Sobering Center or another treatment location, to another shelter, or family through re-connection. The individual defines what is best for them and where they need to go next.
 - i. Conduct initial engagement within the first 48 hours of intake of each guest to assist in connection to services and offer the development of an individualized exit plan; until the guest is consistently participating, conduct outreach multiple times with client and evaluate progress during each attempt as well as document.
 - ii. Manage HIPAA-compliant database where intake and further assessment information is stored (See **F. Data and Reporting**).
 - iii. Facilitate connection to on-site and/or community-based services articulated in the individualized exit/service plan including resources and support services that are needed during the stay and after exit to maintain housing, income, and mental, emotional, and physical well-being, which could include completing the VI-SPDAT.
 - iv. Manage a team of staff (with at least a 1 staff: 15 guest ratio) and maintain a staffing ratio that can support connecting guests to resources. These staff members may include:
 - Case managers who can support individuals in developing their skills to independently gain access to needed medical, behavioral health, housing, employment, social, educational, and other services. Case managers shall meet with clients no less than once a week or as mutually agreed upon by the City and the successful offeror.
 - Peer support workers with lived experience who have skills to help others experiencing a similar situation; may also assist in. monitoring the sleeping areas and living spaces (dining room, living room, outdoor area)
 - Housing navigators who can help guests navigate the housing process including the acquisition of key documents needed to attain housing.
 - v. Maintain up-to-date staff training and certifications in trauma-informed care, motivational interviewing, cultural humility, on-site crisis intervention, and deescalation skills, and other skills the provider and City identify as needed.

- e. Operate the Shelter in a sanitary and safe manner.
 - i. Provide monitoring for indoor and outdoor spaces with at least two employees supervising in the sleeping area for each shift on a 24/7 basis
 - ii. Staff should be trained and expected to conduct monitoring activities to manage compliance with Shelter rules using crisis intervention and de-escalation skills to support a safe, calm environment.
 - iii. Establish clear protocols to address the needs of guests requiring advanced medical or behavioral health interventions by developing partnerships with external service providers for referrals and coordination of care.
 - iv. Implement an on-site crisis response protocol, ensuring seamless collaboration with local emergency services for situations exceeding the shelter's capacity.
 - v. As a City facility, the Gateway Center staff will work with the operator to share responsibilities. The following table provides information on expected roles:

Role	Contractor Responsibilities	City Responsibilities
Security	 Ensure the safety of staff and guests in the shelter, including the intake area, sleeping areas, and living spaces. Use harm reduction models in the approach to providing security services including the training of all staff in deescalation practices. Ensure guests follow agreed-upon shelter rules Monitor security cameras' surveillance screens. Operate amnesty boxes. Other safety measures such as operating a sharps disposal system. 	 Provide 24/7 security presence to control the exterior of the Gateway Center building, common areas such as the lobby, and parking lots; GC security will be available to respond in an emergency situation but are not the primary security provider for the Gateway Center. Provide security cameras and surveillance screens within shelter living spaces, outdoors, and intake. Provide and manage fire alarms and other alert systems within the building.
Custodial Services	 Regular cleaning of shelter guest sleeping areas, hallways, living 	 Provide custodial services for Gateway Center not within the premises of the

	areas, furnishings bathrooms, and showers.	men's shelter.
Maintenance	 Monitor the safe use and operation of equipment. Report maintenance work needed on a timely basis to the City through the maintenance request system. Provide/ contract for consistent, effective pest control treatments. Maintain outdoor area and 	Provide maintenance and repair to City-owned facilities including those in the shelter such as plumbing, HVAC, washers /dryers, lighting, and electrical equipment.
	parking lot free of litter or other waste.	
Laundry	Contract and provide weekly washing of linens (sheets and towels). Supply laundry detergent for guest use and ensure guests are regularly scheduled for washer/dryer use to ensure hygiene and cleanliness of the shelter.	Provide a limited number of washers/dryers for guest use.
Office equipment	 Hardware and equipment (phones, laptops, copiers, etc.) 	 Provide licenses for City-required software. Internet, Phone Service, or any other IT needs.

f. Transportation

- i. Operate transportation (a shuttle or other form of transportation) as needed for people referred by agencies to get to the Gateway, including:
 - a. providing appropriately trained and licensed staff to operate designated transportation when needed;
 - b. using the shuttle at designated times for group trips from the Gateway Center to access important resources if other transportation options are not available; and

- c. encouraging clients to utilize transportation available to them (own vehicle, bus, medical, transportation) to attend important appointments, including but not limited to, medical visits, housing search, employment search, benefits enrollment, and other determined priorities.
- ii. Assist in coordinating transportation for individuals exiting the Gateway Center to their appropriate destination.

3.4.5 Other Amenities

a. Dining

- i. Provide weekly meal counts to the caterer, distribute and clean up for three meals per day.
- ii. Provide guest snacking options for all hours of the night/day.
- iii. Manage guest dietary requirements.
- iv. Manage storage and distribution of food donations.

b. Medical

- i. During regular operation hours, provide basic first aid (e.g. band-aids, over-the-counter medicine) for guests.
- ii. Be prepared to implement communicable illness mitigation practices including but not limited to an isolation space, plastic sheeting or periodic testing in consultation with the City.

c. Storage

i. Operate a system for individuals to track and store their belongings while they reside at the Gateway Center; the City will provide space on the GC property.

d. Low-Barrier

- i. Operate the access control system and protocols that enable guests to come and go from the Shelter as necessary (for instance, for a job or to visit a family member). If a Shelter guest wishes to bring a visitor who is not part of the shelter, the operator must have "eyes on" the visitor when the visitor is in the common areas. Visitors will not be allowed in the sleeping areas. The limit on the number of visitors is subject to the operator's decision and capacity.
- ii. Administer admissions policies that include, among other things, the admission of guests under the influence and guests with complex histories, provided they are not disruptive or aggressive.
- iii. Administer the orderly admittance of pets including drafting, execution, and enforcement of a policy and guest Pet Agreement upon entry.

iv. Follow all applicable federal, state, and local laws and regulations to provide shelter for as many guests as possible.

3.4.6 Data and Reporting

- a. Confidentially collect and manage guest data as required by the City or other regulatory agencies.
 - i. Implement systems that manage guest data and referrals to agencies, including any such systems mandated by the City.
 - ii. Collect documentation such as Release of Information forms as needed.
- b. Manage accurate external databases
 - i. Enter complete data into the Homeless Management Information System (HMIS) in accordance with HMIS standards.
- c. Utilizing a method to be determined by the City and operator, report to the City information including but not limited to:
 - i. Weekly, occupancy report.
 - ii. Monthly, demographic data about the population served at Gateway Center.
 - iii. Quarterly, average length of time to exit plan.
 - iv. Quarterly, guest general satisfaction survey.
 - v. Share individualized exit plans and how guests are utilizing other services, including the engagement center.
 - vi. Share the percentage of guests who transition to stable housing within 90 days of intake.
 - vii. Share Utilization rates of on-site mental health and medical services.
 - viii. Share Recidivism rates of guests re-entering the shelter system within six months post-exit.
 - ix. Incident reports need to be submitted within 24 hours of the incident to designated City staff. Supporting documentation or investigation documents will be supplied upon request of the City.

3.4.7 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing July 1, 2025 through June 30, 2025, with two (2) possible one (1) year extensions.

3.5.1 Scope of Services for the Gateway Family Shelter

This request for proposals is focused on filling a gap in services for families experiencing homelessness by providing the following services at the City's Gateway Family Shelter: 1) provide on-site operations management at the Gateway Family Shelter; 2) provide housing-focused case management services for shelter families to include de-escalation/crisis response to support residents' health, safety and well-being, and housing coordination.

To effectively address these service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes, and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.

The Department will allocate up to \$1,781,365.00 annually, depending on funding, to conduct operational and case management services for the City's low-barrier, non-congregate emergency shelter for families with minor children.

The Offeror is expected to provide consistent supervision and staff training to enable support of the health, safety, and well-being of shelter residents, including but not limited to motivational interviewing, deescalation skills, and emergency and life-saving procedures.

The Successful Offeror may be required to work collaboratively with other entities as identified and requested by the City.

3.5.2 Program Details for Gateway Family Operations

Successful Offeror's services shall include, but are not limited to:

- (1) Providing trained staff to supervise and conduct on-site daily operational services. Operational services will include, but not be limited to: conducting remote intake screening through community agency referrals, conducting face-to-face intake interview process using a City-provided database, collecting signatures on all required documentation, assigning rooms, and maintaining a daily roster, ensuring guest compliance with guest agreement rules;
- (2) Providing consistent supervision and staff training to enable support of the health, safety, and well-being of shelter residents, including but not limited to de-escalation skills, emergency and life-saving procedures specific to the hotel environment, and skills needed to conduct daily operations;
- (3) Distributing and monitoring meals delivered by a third-party entity;
- (4) Performing wellness checks and room condition inspections;
- (5) Coordinating and collaborating with agencies providing services to shelter residents, including but not limited to City staff, Albuquerque Public Schools, case management teams, rental assistance agencies, and hotel staff;
- (6) Establish and maintain a system for gathering and analyzing guest feedback on shelter operations, using quarterly surveys and direct interviews to identify areas for improvement and ensure resident satisfaction. Results should be documented and submitted to the City as part of regular reporting;

- (7) Implement detailed emergency evacuation protocols, including quarterly drills and education sessions for staff and residents to ensure preparedness for emergencies. A report summarizing drill outcomes and areas for improvement must be included in monthly site management updates;
- (8) Complete, accurate, and timely data into the Homeless Management Information System (HMIS) according to existing HMIS standards for all participants receiving services under this contract.

3.5.3 Housing-Focused Case Management Services for Shelter Families

The Successful Offeror shall provide services in this program shall include, but not be limited to:

- (1) Providing case management services focused on connecting families sheltered at Gateway Family with supportive housing and health and social services assessed as needed. Case managers shall meet with clients no less than once a week or as mutually agreed upon by the City and the successful offeror;
- (2) Preparing cases to be presented for the housing disposition process with an inter-agency collaborative team:
- (3) Provide effective connections to behavioral health, parenting, and education services to support the health and well-being of sheltered adults and children;
- (4) Providing assistance to support families' transition to permanent housing;
- (5) Providing consistent supervision and staff training to enable support of the health, safety, and well-being of shelter residents, including but not limited to motivational interviewing, de-escalation skills, emergency and life-saving procedures, and providing supervision that supports skilled case management; and
- (6) Coordinate and collaborate on all Gateway Family programs and activities with agencies providing services to shelter residents, including but not limited to City staff, site operations team, crisis response team, rental assistance agencies, and hotel staff.
- (7) Establish dedicated pathways for families with unique needs, such as those requiring disability accommodations or trauma-informed care services, ensuring timely access to specialized resources.
- (8) Track and report housing-focused outcomes, including the average time from shelter intake to permanent housing placement, housing retention rates after six months, and other relevant metrics. Reports should be submitted to the City every quarter;
- (9) Maintain data in a City-provided data system and coordinate with other City-funded agencies to provide support for families to transition from shelter into permanent housing.

3.5.4 De-escalation and Crisis Response Services for Shelter Families

De-escalation/crisis response is included in the services for this program and must include, but is not limited to:

- (1) Responding to resident incidents by deploying trauma-informed care, cultural competency, and deescalation strategies;
- (2) Providing client-centered support to connect residents to services they identify as needed;
- (3) Building rapport with residents;
- (4) Supporting behavioral health stability and harm reduction;
- (5) Collaborating with site operations staff to support resident success in maintaining tenancy;
- (6) Monitoring the building and grounds to ensure resident health and safety;
- (7) Conduct annual cultural competence and implicit bias training for all team members to ensure services are inclusive, equitable, and respectful of the diverse backgrounds of shelter families;
- (8) Develop and offer preventative care workshops designed to equip families with tools to address stress, conflict resolution, and behavioral challenges proactively. Workshops should be tailored to the needs of shelter residents and facilitated by trained professionals; and
- (9) Implement a confidential incident reporting system that allows residents and staff to report safety or behavioral concerns efficiently. Each report must trigger a documented follow-up process, with outcomes reviewed and addressed within five business days.

3.5.5 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing July 1, 2025 through June 30, 2026, with two (2) possible one (1) year extensions.

3.6 First Responder Receiving Area

PROPOSAL #6

3.6.1 Scope of Services to Operate the Gateway First Responder Receiving Area

This request for proposals is focused on operating the First Responder Receiving Area located within the Gateway Center at 5400 Gibson SE, Albuquerque, NM, 87108. The selected operator will run the location 365 days a year, 24/7. The Department will allocate up to \$1,293,000.00 for this program, annually depending on funding covering the contract period from July 1, 2025 to June 30, 2026.

3.6.2 Purpose of the First Responder Receiving Area

When an unhoused individual has a crisis and needs a safe place to go, a First Responder does not have many options. Hospital emergency departments have become the default location instead of serving as the last resort. This system causes unnecessary strain and costs to facilities that are also ill-equipped to help these individuals get the services they need. The City First Responder Receiving Area addresses this need. This site is a low-barrier site that does not require sobriety, although guests must be able to perform their activities of daily living (ADLs) unassisted.

The First Responder Receiving Area provides a limited drop-off location for individuals identified by and transported by a First Responder for up to 24 hours, as well as provides a connection to services such as emergency sheltering, food, or case management. This location does not offer walk-up services. A First Responder must provide referral and transport. The site will serve low-acuity individuals of all genders, as well as families. Minors must be accompanied by an adult, and the adult must be able to adequately supervise any minors while at the site.

This location is not a Behavioral Health Crisis Triage Center (CTC). A CTC provides stabilization services for behavioral crises, including, but not limited to, withdrawal management, temporary in-patient treatment, and psychiatric emergencies. The First Responder Receiving Area does not meet the licensing criteria to be a CTC and will exclude individuals who are decompensating and in need of emergency medical care.

To effectively address service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes, and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.

Offerors must demonstrate how their proposed activities and outputs will lead to the desired outcomes, including defining metrics and measurement tools to reliably assess progress. Collaborative work with other entities as identified and requested by the City may be required.

The Successful Offeror shall be responsible for operating the location per all policies and applicable federal, state, and local laws and regulations, including the following services:

3.6.2.1 Design and Administration:

- In collaboration with Health, Housing, & Homelessness develop detailed policies, procedures, protocols, and checklists for the daily operations of the First Responder receiving area. Maintain, implement, and revise SOPs on a needed basis.
- Report to the City information including but not limited to:
 - O Quarterly demographic data about the population served at the Receiving Area
 - o Average length of stay at the Receiving Area
 - o Count of referrals from First Responder agencies such as APD, ACS, etc.
 - o Incident reports to be sent to designated City staff
 - Establish regular collaboration meetings with the City and other stakeholders (e.g., quarterly coordination calls or biannual review sessions). The contractor must demonstrate active participation in these meetings by providing meeting notes, action items, and follow-up updates to the City.

3.6.2.2 Services Provided

- Operate and staff the First Responder Receiving Area on a 24/7 basis, 365 days per year.
- Assist in the City's winter sheltering plan during November through March with the Receiving Area taking ACS shuttle drop-offs and being a pickup site if needed.
- Receive referrals from Albuquerque Police Department (APD), Albuquerque Community Safety (ACS), Bernalillo County Sheriff's Office (BCSO), and other referral agencies identified by the City.
- Make appropriate referrals to services such as:
 - o Arranging for an individual's assessment for services.
 - o Contacting and coordinating intake to services such as Gateway West or another community shelter to secure placement.

- Arrange transportation for an estimated 15-20 individuals a day from the Receiving Area to a safe, appropriate exit destination.
- O Success criteria for the Receiving Area includes but is not limited to:
 - Maintaining an average length of stay under 12 hours for 90% of individuals.
 - Achieving a referral success rate of at least 80% for individuals connected to external services.
 - Ensuring that at least 95% of daily transportation requests are fulfilled. Failure to meet these criteria for two consecutive reporting periods may result in additional corrective actions as determined by the City.

3.6.2.3 Operate Resting Rooms and Communal Spaces in a Sanitary and Safe manner

- Assess the immediate needs of individuals arriving at the Receiving Area on a 24/7 basis
 - Arrange placement of individuals/families in a resting room or communal space; communal sleeping spaces utilize cots for guests.
 - o Provide basic services such as snacks and water.
- Operate three resting rooms and communal spaces:
 - o Follow detailed inclusion/exclusion criteria and SOPs for three available resting rooms and communal spaces
 - o Monitor rooms and spaces and track occupancy to ensure stay does not exceed 24 hours
- Operate the resting rooms and communal spaces in a sanitary and safe manner. As a City facility, the Receiving Area staff will work with the City Gateway Center staff to share responsibilities. The following table provides information on expected roles:

Role	Contractor Responsibilities	City Responsibilities
Security	 Ensure the safety of staff and guests in the Receiving Area including the intake area and resting rooms. Use harm reduction models in the approach to providing security services including the training of all staff in de-escalation practices. Ensure guests follow agreed-upon Receiving Area rules. Monitor security cameras surveillance screens. Secure Receiving Area entrance. Operate amnesty boxes for guests. 	 Provide 24/7 security presence to control the exterior of Gateway Center, common areas such as the lobby, and parking lots; Gateway Center security will be available to respond in an emergency situation but is not the primary security. provider for the Receiving Area Provide security cameras and surveillance screens within the Receiving Area. Provide and manage fire alarms and other alert systems within the building.
Maintenance	 Report maintenance work needed within 24-hours of an issue being identified to the City through the maintenance request system; maintenance issues that are a health or safety hazard must be reported immediately. Maintain Receiving Area drop-off 	Provide maintenance and repair to City-owned facilities including those in the Receiving Area such as plumbing, HVAC, washers /dryers, lighting, and electrical equipment.

	 area, outdoor space, and parking lot to ensure it is free of litter or other waste Conduct daily inspections of the Receiving Area site and submit maintenance logs to the City on a monthly basis. Shall conduct weekly inspections of the Receiving Area and submit maintenance logs to the City monthly. All maintenance requests shall be submitted within 24 hours of identifying an issue(s). 	
Laundry	 Secure and distribute a supplemental supply of linens to address immediate needs; contract for linen laundering to ensure fresh linens are available for each new guest on arrival. 	 Facilitate contractor arrangements to provide fresh linen supply for guests.
Custodial Services	 Regular cleaning of the site to include guest sleeping areas, communal rooms, hallways, intake and office areas, furnishings and bathrooms and showers. 	 Provide custodial services for Gateway Center not within the premises of the First Responder Receiving Area.
Office equipment	Hardware and equipment (phones, laptops, copiers, etc.)	 Provide licenses for City-required software. Internet, Phone Service, or any other IT needs.

3.6.3 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing July 1, 2025 through June 30, 2026, with two (2) possible one (1) year extensions.

PART 4

EVALUATION OF PROPOSALS

- 4.1 Selection Process. The Mayor of Albuquerque shall name, to evaluate the Proposals, an Ad Hoc Advisory Committee. Based on the evaluation criteria established in this RFP, the Committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements outlined in this RFP are designed to guide the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations, or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.
- **4.1.1 Selection of Finalist Offerors (If Applicable)**. The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the "short list"). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.
- **4.1. 2. Oral Presentation or Demonstrations by Finalists (If Applicable).** Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee ("Oral Presentation"). The Purchasing Office will schedule the time for each Finalist Offeror's presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.
- **4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

Points	Evaluation Factor	RFP Section
200	The Offeror's general approach and plans to meet the requirements of the RFP.	2.4
75	The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule	2.5
75	Financial Strength	2.6
225	Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services	2.7
200	Adequacy of proposed project management and resources to be utilized by the Offeror.	2.8
100	The Offeror's past performance on projects of similar scope and size.	2.9
25	The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project. This judgment will be based upon factors such as the project management plan and availability of staff and resources.	2.10
100	Appendix A- Budget Forms: – The budgets proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services.	2.11

- **4.2.2** Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis inclusive of proposed services, using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending a contract award.
- **4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

PART 5 FEDERALLY-REQUIRED CONTRACT PROVISIONS IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1. **Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other

All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3; construction work. contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or RFP-2025-650—EV "Operators for Gateway Services" under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis Bacon Act

The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.

Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.

All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work

3. Copeland Anti-Kickback Act

For construction

Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

incorporated by reference into this contract.

The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal

clause above and such other clauses as FEMA or other applicable federa agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.

4. Contract Work Hours and Safety Standards Act

Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

work over \$2,000

For contracts over \$100,000 or that involve mechanics or laborers

	Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.	
5.	Rights to Inventions Made under a Contract or Agreement If the award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.	For funding agreements under 37 CFR 401.2(a)
6.	Clean Air Act and Federal Water Pollution Control Act The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.	For contracts over \$150,000
7.	Debarment and Suspension This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the	For all contracts: 1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2

City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

For all contracts; contracts over \$100,000 must certify compliance

If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.

9. Procurement of Recovered Materials

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 1. Competitively within a time frame providing for compliance with the Agreement performance schedule;
- 2. Meeting Agreement performance requirements; or
- 3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. § 200.216 Prohibition on certain telecommunications and video

For state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)

For all contracts

surveillance services or equipment.

- (a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

11. § 200.322 Domestic preferences for procurements.

For all contracts

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2025-665-HHH-GB

Operators for Gateway
Women's and Gateway Family's
3/3/2025

THIS IS A FEDERALLY FUNDED PROJECT



<u>Deadline for Receipt of Proposals: March 24, 2025: 4:00 p.m. (Mountain Time)</u>

The City eProcurement System will not allow Proposals to be submitted after this date and time.

Non-Mandatory Pre-Proposal Conference: March 10, 2025, at 11:00 AM -Noon, MST

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
V2024.07.10 JLB

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INTRODUCTION

The City of Albuquerque, through its Department of Health, Housing, and Homelessness (HHH), is seeking partner entities to provide two distinct service areas. Partner entities are welcome to submit proposals on any or all of the service areas detailed herein; however, a separate and distinct proposal must be submitted for each Scope of Service.

HHH is committed to funding services that positively impact the individuals served through demonstratable outcomes. The Department is specifically interested in the outcomes detailed below. Interested offerors should ensure the outcomes inform the project narrative and should be accounted for in the total cost of budget operation. The proposal should demonstrate the evidence and/or logic of how the proposed activities will lead to at least one of these outcomes:

1) Increased Behavioral Health Stability: People who have otherwise experienced substance use and/or mental health disorders are actively engaged in services that address their identified needs and have reduced or eliminated the utilization of crisis services, can maintain employment, and have increased daily functioning in the community and at home.

Indicators of progress during the service period may include:

- Progress on individual treatment plans
- Progress and completion of education and/or training
- Increase in stable employment and income
- Obtainment of supportive housing with case management
- Reduction of crisis events and utilization of crisis services (metrics include 911 calls, emergency and inpatient hospital use, detox services, or interactions with the criminal justice system).
- **2) Increased Housing Stability:** People who have otherwise been precariously housed or experienced homelessness maintain residence in a safe and affordable dwelling.

Indicators of progress during the service period may include:

- Successful placement in housing
- Retention of housing for 6, 12, and 18 months after placement
- Retention in a housing program and/or exit to permanent housing
- Obtainment of affordable housing (e.g., 30% or less of total household income)
- Reduction of homeless events as measured by data collection systems and use of emergency shelters.
- 3) Increased Public Safety: Through engaging in prevention and intervention programs, participants gain skills, knowledge, and support to reduce the incidence of violence and adult and/or juvenile criminal justice system involvement.

Indicators of progress during the service period may include:

- Reduced involvement with the criminal justice system for participants otherwise arrested, incarcerated, or court-involved
- Increase in compliance with juvenile time waivers, adult probation, and/or parole
- Reduced perpetration of violence
- Increase in skills for constructive conflict resolution practices in place of violence

- Increase skills and knowledge around gun safety
- Reduction in the number of suspensions/expulsions from school
- Reduction in the number of youths dropping out of school
- Increase in employment and educational attainment
- 4) Increasing Individual and Family Resilience: Individuals and families are actively engaged in activities and services that enhance their health, education, and skills; and when necessary, to gain strength and resourcefulness to better withstand and rebound from disruptive life challenges.

Indicators of progress during the service period may include:

- Increase in family employment and income
- Increase in food security
- Increase in pay equity
- Reduction of domestic/family violence or maltreatment
- Increase community services such as out-of-school-time enrichment activities
- Young parents engage with programs that increase parenting skills
- Continued or increased enrollment in health insurance, including Medicaid
- Increased linkages to and engagement with health services
- Individuals gain employment and training experience
- Individuals complete high school or equivalent
- Youth are linked to programming and complete services adapted to their learning needs
- Families and individuals increase engagement with out-of-school-time enrichment activities and other community services
- Adults, youth, and children increase skills and knowledge around gun safety

The proposal should also describe the use of organization practices (for instance, cultural competency, trauma-informed care, harm reduction, a person-centered approach, and community collaboration) to implement activities.

Each proposal should include a detailed plan for leveraging Medicaid funds and other funding sources to supplement the cost of services. Should an agency currently not be an approved Medicaid provider, the proposal should also include a timeline for becoming an approved Medicaid provider in the state of New Mexico.

Additional information about each of the six distinct service areas is found in their respective sections.

The Successful Offeror may be required to work collaboratively with other entities as identified and requested by the City.

PART 1

INSTRUCTIONS TO OFFERORS

- **1.1 RFP Number and Title:** RFP-2025-665-HHH-GB" Operators for Gateway Women's and Gateway Family's"
- 1.2 Proposal Due Date: March 24, 2024 NLT 4:00 PM (MST)

The time and date Proposals are due shall be strictly observed.

1.2.1 Non-Mandatory Pre-Proposal Conference (On-site and Virtual): This is not a mandatory pre-proposal conference but is highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications, or addenda resulting from this meeting.

The Pre-Proposal Conference will be held virtually via Zoom from 11:00 am - Noon MST on March 10, 2025.

1. Virtual Pre-Proposal Conference:

Zoom Link: https://cabq.zoom.us/j/86891646542

- **1.2.2 Questions:** All questions shall be submitted in written format in the City's eProcurement system before the close date of **March 14, 2025 8:30 AM MST**.
- **1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.
- **1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, according to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and to provide maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.
- **1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal to comply and act per all provisions of the following:
 - 1.5.1 City Public Purchases Ordinance
 - **1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management,

control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

- **1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act per all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.
- **1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act per all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.
- **1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon the Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

- **1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud, and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City to secure a recommendation of award or subsequent contract or for securing more favorable treatment concerning making a recommendation of award.
- **1.5.6.2** Conflict of Interest. The Offeror 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 contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent, or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.
- **1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm, or company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.
- **1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or before receipt of an award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the

Federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause per the terms of said contract.

- **1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, Enactment No. 9-1998]
- **1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services that are graffiti-free. Failure of the Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.
- **1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail that the Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

Gerrie Becker, Procurement Administrator

Department of Finance and Administrative Services, Purchasing Division

Post Office Box 1293, Albuquerque, New Mexico 87103

Phone: (505) 228-3305 or E-Mail: gbecker@cabq.gov

- **1.7 Contract Management:** Contract or contracts resulting from this RFP will be managed by the Health, Housing and Homelessness Department.
- **1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days before the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on the submission of inquiries after the required date, nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and

must be

submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system**. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of an Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

- **1.9 Submission of Proposals.** The Offeror's Proposal must be submitted **electronically** through the eProcurement system according to the following requirements:
 - 1.9.1 Electronic Copy. Submit your complete Proposal, including all forms, attachments, exhibits, Technical Proposals, Cost proposals, etc., using the eProcurement System at https://cabq.bonfirehub.com/portal/?tab=openOpportunities. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register, as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system to receive notices and submit a response to a solicitation. For assistance, please get in touch with support@gobonfire.com or 1- 800-354-8010. Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.
 - **1.9.2 Format.** Each file uploaded to the eProcurement System shall be in a single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password-protect the documents submitted.
 - 1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL NONRESPONSIVE.
 - **1.9.4 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.
 - **1.9.5 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received before the Proposal Due Date.
 - **1.9.6 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals by the City Purchasing Office is the time-date stamp of the EProcurement System.
 - **1.9.7 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.
- **1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended based on the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms:

- 1.11.1 City Terms and Conditions: The Required Contract Terms can be accessed at this link: https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms in 1.11.1, or has uploaded its exceptions to the Required Contract Terms in the City's e-Procurement system, under "Requested Information" "Exceptions to Section 1.11.1 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The Offeror certifies that it accepts the Required Contract Terms or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contact Terms may differ from the terms in the final contract awarded under this RFP.
- **1.11.2 Federal Terms and Conditions:** The federally required contract provisions in compliance with 2 CFR PART 200, APPENDIX II, can be accessed as Appendix C in Bonfire. The Offeror shall certify that it accepts and shall comply with the Federal Terms and Conditions in the City's e-Procurement system, under "Requested Information". Agreement to the Federal Terms and Conditions is mandatory. **If you fail to agree to the Federal Terms and Conditions, the City will deem your proposal nonresponsive.**
- **1.11.3 Contract Term:** See Scope of Services section.
- **1.12 Evaluation Period:** The City reserves the right to analyze, examine, and interpret any Proposal for ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, that such an extension would be in the best interest of the City.
- **1.13 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.
- **1.14 Rejection and Waiver:** The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.15 Award of Contract:

- **1.15.1** When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute an award of contract.
- **1.15.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as outlined in the Evaluation Criteria.
- **1.15.3 Cancellation:** This RFP may be canceled for any reason, and any Proposals may be rejected in whole or in part when it is in the best interests of the City.
- **1.15.4 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for the award of the contract.
- 1.15.5 City-Furnished Property: No material, labor, or facilities will be furnished by the City

1.16 Public Records:

- **1.16.1** The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection under applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's designee.
- **1.16.2** An Offeror who chooses to submit material they consider a "<u>Trade Secret</u>" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy, and the Offeror indemnifies and holds the City harmless for any liability resulting from the disclosure of any materials not segregated as described above.
- 1.17 If an Offeror submits a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as "Legally Confidential" in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City harmless for any liability resulting from such disclosure resulting from information not segregated as described above.

Pricing makes and models, or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.

1.17.1 The City will endeavor to restrict the release of material segregated and designated as "Trade Secret" or "Legally Confidential to only those individuals involved in the review and analysis of the Proposals and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") the City may redact trade secrets and other material required to be kept confidential by law but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.

1.18 Preferences: THIS IS A FEDERALLY FUNDED PROJECT. NO PREFERENCES SHALL BE APPLIED.

1.19 Request for Proposals Protest Process:

- **1.19.1 RFP Documents:** If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.
- **1.19.2 Recommendation of Award:** If the protest concerns the Recommendation of Award, the

protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

- **1.19.3** Timely Protests: Protests must be received by the Chief Procurement Officer before the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.
- **1.19.4** How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form, and must be legible. Protests may be electronically delivered via email or mailed. Facsimiles, telephonic, telegraphic, or any other type of electronic protests will not be accepted.
- **1.19.5 Required Information:** The protest shall contain, at a minimum, the following:
 - **1.19.5.1** The name and address of the protesting party;
 - **1.19.5.2** The number of competitive solicitations;
 - **1.19.5.3** A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
 - **1.19.5.4** Details concerning the facts that support the protest;
 - **1.19.5.5** Attachments of any written evidence available to substantiate the claims of the protest; and
 - **1.19.5.6** A statement specifying the ruling requested.

1.19.6 Delivery of Protests:

1.19.6.1 By Mail: Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests that are mailed should be addressed as follows:

Chief Procurement Officer City of Albuquerque, Purchasing Division P.O. Box 1293 Albuquerque, NM 87103 PROTEST, RFP Number

1.19.6.2 By Electronic Mail: Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer koney@cabq.gov

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

- 1.19.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.
- 1.19.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by

the Chief Procurement Officer or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.20 Insurance:

1.20.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. Concerning all coverages required other than professional liability or workers' compensation, the City shall be named as an additional insured. All coverages afforded shall be primary concerning operations provided.

1.20.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein that are not covered by the Contractor's insurance policies.

1.20.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.20.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

The said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

- **1.20.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles, and other equipment both on and off work.
- **1.20.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, under the provisions of the Workers' Compensation Act of the State of New Mexico (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.
- **1.20.4 Increased Limits:** During the life of the contract, the City may require the Contractor to increase the maximum limits of any insurance required herein. If the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.
- **1.20.5** Additional Insurance: The City may, as a condition of the award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.
- 1.21 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form that can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31. A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation closes, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

PART 2

PROPOSAL FORMAT

<u>Each Service, as identified in Part 3, and shall have the same format as stated below</u> <u>but shall be</u> <u>submitted separately in Bonfire:</u>

2.1 Technical Proposal Format

The Offeror shall submit its Technical Proposal in the City's e-procurement system, Bonfire, identifying the Sections below in the order requested. The sections will clearly identify the information that Offerors are required to provide in order for their proposals to be deemed responsive. All responses must not be longer than 20 pages of narrative, double-spaced with one in CB margins and Times New Roman 11, not including attachments.

2.1.1 Offeror Identification: State the name and address of your organization or office and the nature of the organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified similarly. Include the name, email address, and telephone number of the person(s) in your organization authorized to execute the contract resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show the ability to carry the insurance specified.

2.1.2 Experience:

- **2.1.2.1** Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.
- **2.1.2.2** Past Experience. Describe a minimum of three (3) projects of similar scope and size that are now complete; state for whom the work was performed, the year completed, and a letter of reference for each regarding the work. References must be for work performed in the past three to five (3 to 5) years. DO NOT use City employees or any City elected officials as a reference. The City will not contact and will not assign any evaluation points for references from City employees or elected officials. State-relevant experience with other municipalities or government entities.
- **2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure. To effectively address service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.
- **2.1.4 Management Summary:** Describe individual staff and subcontractors' responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from to complete tasks.
- **2.1.5 Financial Strength:** Financial Performance and Capital Adequacy. Provide the

following measures of your profitability and financial stability from the last two (2) financial statements: Income Statement, Balance Sheet, and Cash Flow.

2.2 Budget Forms:

2.2.1 Total Cost: Submit your Budget Forms (Appendix A) with your Technical Proposal (upload Appendix A in the City's eProcurement system). Failure to submit your Budget Forms shall result in your proposal being deemed non-responsive.

2.2.2 The Budget Forms contain the following information:

- The cost for the entire project is broken down by the specific costs.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by line item. This might include, but is not limited to:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
 - Purchased materials, unit costs, and quantities.
 - Travel, lodging, and other direct expenses.
 - Subcontract costs, if applicable,
- **2.2.3 Offerors should show detailed costs** to complete all tasks detailed in the proposal.
- **2.2.4 All Costs:** All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

PART 3

Description of Services and Scope of Work

3.1 Gateway Family Housing Navigation Services

PROPOSAL #1

3.1.1 Scope of Services

This request for proposals is focused on filling a gap in services for families experiencing homelessness by providing the following services at the City's Gateway Family Shelter: 1) provide on-site operations management at the Gateway Family Shelter; 2) provide housing-focused case management services for shelter families to include de-escalation/crisis response to support residents' health, safety and well-being, and housing coordination.

To effectively address these service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes and define metrics and measurement tools to assess progress reliably toward achieving the identified outcomes.

The Department will allocate up to \$1,781,365.00 annually, depending on funding, to conduct operational and case management services for the City's low-barrier, non-congregate emergency shelter for families with minor children.

The Offeror is expected to provide consistent supervision and staff training to enable support of the health, safety, and well-being of shelter residents, including but not limited to motivational interviewing, deescalation skills, and emergency and life-saving procedures.

The Successful Offeror may be required to work collaboratively with other entities as identified and requested by the City.

3.1.2 Program Details for Gateway Family Operations

The Successful Offeror's services shall include, but are not limited to:

- (1) Providing trained staff to supervise and conduct on-site daily operational services. Operational services will include, but not be limited to: conducting remote intake screening through community agency referrals, conducting face-to-face intake interview process using a City-provided database, collecting signatures on all required documentation, assigning rooms, and maintaining a daily roster, ensuring guest compliance with guest agreement rules;
- (2) Providing consistent supervision and staff training to enable support of the health, safety, and well-being of shelter residents, including but not limited to de-escalation skills, emergency and life-saving procedures specific to the hotel environment, and skills needed to conduct daily operations;
- (3) Distributing and monitoring meals delivered by a third-party entity:
- (4) Performing wellness checks and room condition inspections;
- (5) Coordinating and collaborating with agencies providing services to shelter residents, including but not limited to City staff, Albuquerque Public Schools, case management teams, rental assistance agencies, and

hotel staff;

- (6) Establish and maintain a system for gathering and analyzing guest feedback on shelter operations, using quarterly surveys and direct interviews to identify areas for improvement and ensure resident satisfaction. Results should be documented and submitted to the City as part of regular reporting;
- (7) Implement detailed emergency evacuation protocols, including quarterly drills and education sessions for staff and residents to ensure preparedness for emergencies. A report summarizing drill outcomes and areas for improvement must be included in monthly site management updates;
- (8) Complete, accurate, and timely data into the Homeless Management Information System (HMIS) according to existing HMIS standards for all participants receiving services under this contract.

3.1.3 Housing-Focused Case Management Services for Shelter Families

The Successful Offeror shall provide services in this program shall include, but not be limited to:

- (1) Providing case management services focused on connecting families sheltered at Gateway Family with supportive housing and health and social services assessed as needed. Case managers shall meet with clients no less than once a week or as mutually agreed upon by the City and the successful offeror;
- (2) Preparing cases to be presented for the housing disposition process with an inter-agency collaborative team;
- (3) Provide effective connections to behavioral health, parenting, and education services to support the health and well-being of sheltered adults and children;
- (4) Providing assistance to support families' transition to permanent housing;
- (5) Providing consistent supervision and staff training to enable support of the health, safety, and well-being of shelter residents, including but not limited to motivational interviewing, de-escalation skills, emergency and life-saving procedures, and providing supervision that supports skilled case management; and
- (6) Coordinate and collaborate on all Gateway Family programs and activities with agencies providing services to shelter residents, including but not limited to City staff, site operations team, crisis response team, rental assistance agencies, and hotel staff.
- (7) Establish dedicated pathways for families with unique needs, such as those requiring disability accommodations or trauma-informed care services, ensuring timely access to specialized resources.
- (8) Track and report housing-focused outcomes, including the average time from shelter intake to permanent housing placement, housing retention rates after six months, and other relevant metrics. Reports should be submitted to the City every quarter;
- (9) Maintain data in a City-provided data system and coordinate with other City-funded agencies to provide support for families to transition from shelter into permanent housing.

3.1.4 De-escalation and Crisis Response Services for Shelter Families

De-escalation/crisis response is included in the services for this program and must include, but is not limited to:

- (1) Responding to resident incidents by deploying trauma-informed care, cultural competency, and deescalation strategies;
- (2) Providing client-centered support to connect residents to services they identify as needed;
- (3) Building rapport with residents;
- (4) Supporting behavioral health stability and harm reduction;
- (5) Collaborating with site operations staff to support resident success in maintaining tenancy;
- (6) Monitoring the building and grounds to ensure resident health and safety;
- (7) Conduct annual cultural competence and implicit bias training for all team members to ensure services are inclusive, equitable, and respectful of the diverse backgrounds of shelter families;
- (8) Develop and offer preventative care workshops designed to equip families with tools to address stress, conflict resolution, and behavioral challenges proactively. Workshops should be tailored to the needs of shelter residents and facilitated by trained professionals; and
- (9) Implement a confidential incident reporting system that allows residents and staff to report safety or behavioral concerns efficiently. Each report must trigger a documented follow-up process, with outcomes reviewed and addressed within five business days.

3.1.5 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing July 1, 2025 through June 30, 2026, with two (2) possible one (1) year extensions.

3.2 Gateway Women's Housing Navigation Center

PROPOSAL #2

This request for proposals is focused on operating and providing case management for the Gateway Women's Housing Navigation Center located within the Gateway Center at 5400 Gibson SE, Albuquerque, NM, 87108. The selected operator will run the location 365 days a year, 24 hours a day, 7 days a week. The Department will allocate up to \$1,800,000.00 for this program, covering the contract period from July 1, 2025 to June 30, 2026.

The Women's Housing Navigation Center can accommodate up to 50 single adult women with an expansion of an additional 55 beds by late summer 2025 for a total 105 beds

. The successful Offeror will provide opportunities for each guest to develop an exit strategy to safe, stable housing. As part of operating the shelter, the successful Offeror shall be responsible for, but not limited to:

3.3.1 Operations of the Gateway Women's Housing Navigation Center

A. Design and Programming

- a. Participate in regular meetings with HHH to evaluate and revise (as necessary) the Administrative Policies and Operations Plan of the Gateway Center.
- b. Participate in regular meetings with other service providers in and outside of the Gateway Center to facilitate efficient coordination of services for Gateway Center guests.
- c. Meet monthly with the City staff operating the Gateway Center, or as often as needed to ensure the effectiveness of programming.

B. Community Engagement

- a. Engage with the neighborhood including:
 - i. Committee.
 - ii. Embed cultural competency, including that relevant to Native Americans in daily operational practices.
 - iii. Establish a peer support program, with weekly group meetings facilitated by individuals with lived experience, to encourage recovery, resilience, and community building among guests.

b. Collaboration

- i. Collaborate with the City to address logistical and operational issues as they arise
- ii. Collaborate with other providers and volunteers to build access to and ensure connectivity to a range of services for guests

C. Core Services

- a. Operate the Women's Housing Navigation Center in accordance with all applicable federal, state, and local laws and regulations.
- b. In collaboration with HHH, develop detailed policies, procedures, protocols, and checklists for the daily operations of the Women's Housing Navigation Center. Maintain, implement, and revise standard operating procedures (SOPs) on an as-needed basis.

- c. Manage an intake process from 8 AM to 8 PM:
 - i. Collaborate with referring agencies on information-sharing methods to accept referrals for potential guests, including, the use of any software or application that coordinates services and manages guests that the City may require
 - ii. Accept and coordinate referrals from hospitals, other shelters, First Responder Drop-Off, Albuquerque Police Department (APD), Albuquerque Fire and Rescue (AFR), Albuquerque Community Safety (ACS), Bernalillo County Sheriff's Office (BCSO), Bernalillo County Fire Department (BCFD), Bernalillo County Resource Re-Entry Center, the Metropolitan Detention Center (MDC) and other referral sources identified by the City
 - iii. The intake process must include asking the appropriate questions, signing agreements to stay at the Gateway Center, and other processes the provider identifies as needed during intake.
 - iv. Operate intake safety measures:
 - 1. Operate a hot box or other heat treatment mechanism for pest control applied to the belongings of entering guests, located on the grounds of the Gateway Center
 - 2. Operate an amnesty box where guests may surrender weapons, alcohol, and drugs --as well as anything else -- during their entry and stay in the shelter
 - v. Manage guest roster and bed assignment placement; communicate with guests about the 90-day stay policy. The 90-day stay is a goal towards exit but extensions are available if the guest is making progress towards building a plan for exit to stable housing.
- d. Proactively offer guests the opportunity to develop an individualized exit plan to another safe, stable location such as housing. As the Shelter wants to meet people where they are at, an exit plan can be defined as exit to housing, to the Sobering Center or another treatment location, to another shelter, or family through re-connection. The individual defines what is best for them and where they need to go next.
 - i. Conduct initial engagement within the first 48 hours of intake of each guest to assist in connection to services and offer the development of an individualized exit plan; until participating, conduct outreach multiple times and evaluate progress during each attempt
 - ii. Manage HIPAA-compliant database where intake and further assessment information is stored (See **F. Data and Reporting**)
 - iii. Facilitate connection to on-site and/or community-based services articulated in the individualized exit/service plan including resources and support services that are needed during the stay and after exit to maintain housing, income, and mental, emotional, and physical well-being.
 - iv. Transition at least 70% of guests into safe, stable housing within a 90-day stay, with individualized exit plans created and updated bi-weekly.
 - v. Manage a team of staff (in a 1 staff: 15 guest ratio) that can support connecting guests to resources. These staff members must include:
 - 1. Case managers who can support individuals in developing their skills to independently gain access to needed medical, behavioral health, housing, employment, social, educational, and other services
 - 2. Peer support workers with lived experience who have skills to help others experiencing a similar situation; may also assist in monitoring the sleeping areas and living spaces (dining room, living room, outdoor area)

- 3. Housing navigators who can help guests navigate the housing process including the acquisition of key documents needed to attain housing
- vi. Maintain up-to-date staff training and certifications in trauma-informed care, motivational interviewing, cultural humility, on-site crisis intervention and deescalation skills, and other skills the provider identifies as needed, that are to be provided to the City under the Administrative Requirements
- e. Operate the Shelter in a sanitary and safe manner
 - i. Provide monitoring for indoor and outdoor spaces with at least two peer-support workers in the sleeping area for each shift on a 24/7 basis
 - ii. Staff should be trained and expected to conduct monitoring activities to manage compliance with Shelter rules using crisis intervention and de-escalation skills to support a safe, calm environment. In addition to existing protocols, ensure the intake process includes a pre-screening for immediate safety risks and a system to flag high-priority cases for expedited support
 - iii. Ensure the intake process includes a pre-screening for immediate safety risks and a system to flag high-priority cases for expedited support

iv. As a City facility, the Gateway Center staff will work with the operator to share responsibilities. The following table provides information on expected roles:

responsibilities. The following table provides information on expected roles:		
Role	Contractor Responsibilities	City Responsibilities
Security	 Ensure the safety of staff and guests in the Gateway Center including the intake area, sleeping areas, and living spaces. Use harm reduction models in the approach to providing security services including the training of all staff in deescalation practices. Ensure guests follow agreed-upon shelter rules. Monitor security camera's surveillance screens. Secure Gateway Center parking lot. Operate amnesty box. Other safety measures such as operating a sharps disposal system. 	 Provide 24/7 security presence to control the exterior of the Gateway Center building, common areas such as the lobby, and parking lots; Gateway security will be available to respond in an emergency but are not the primary security provider for the Gateway Center. Provide security cameras and surveillance screens within Gateway Center living spaces, outdoors, and intake. Provide and manage fire alarms and other alert systems within the building.
Custodial Services	 Regular cleaning of Women's Housing Navigation Center guest sleeping areas, hallways, living areas, furnishings, and bathrooms and showers. 	Provide custodial services for areas outside the Women's Housing Navigation Center.

 Monitor the safe use and operation of equipment. Report maintenance work needed on a timely basis to the City through the maintenance request system. Provide/ contract for consistent, effective pest control treatments. Maintain outdoor area and parking lot area outside the shelter free of litter or 	Provide maintenance and repair to City-owned facilities including those in the Women's Housing Navigation Center such as plumbing, HVAC, washers /dryers, lighting, and electrical equipment.
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	other waste.	
Laundry	 Contract and provide weekly washing of linens (sheets and towels). 	 Provide a limited number of washers/dryers for guest use.
Office equipment	 Hardware and equipment (phones, laptops, copiers, etc.). 	 Provide licenses for City-required software. Internet, Phone Service, or any other IT needs.

f. Transportation

- i. Operate transportation (a shuttle or other form) for an estimated 20 people per day referred by agencies to the Women's Housing Navigation Center during the hours of 8 AM and 8 PM for regularly scheduled drop off and pick up at select locations around the city.
- ii. Provide transportation for individuals exiting the Women's Housing Navigation Center to their appropriate destination.
- iii. Arrange for or provide transportation for guests as they apply for housing, employment, benefits, or other resources (this may include facilitating access to City Sun Van, MCO/Medicaid-reimbursed transportation, or City bus routes).

D. Other Amenities

- a. Dining
 - i. Submit weekly meal counts to the catering contractor, distribute and clean up for three meals per day.
 - ii. Ensure the kitchen area is clean and maintained
 - iii. Provide guest snacking options for all hours of the night/day
 - iv. Manage guest dietary requirements including submitting requests for meals from caterers for specialized meals that meet dietary needs.
 - v. Manage storage and distribution of food donations

b. Medical

- i. During regular operation hours, provide basic first aid (e.g. band-aids, over-the-counter medicine) for guests
- ii. Be prepared to implement communicable disease mitigation practices including but not limited to an isolation space, plastic sheeting or periodic testing in

consultation with the City

c. Storage

Operate a system for individuals to track and store their belongings while they
reside at the Women's Housing Navigation Center; the City will provide space
on the Gateway Center property

d. Low-Barrier

- i. Operate the access control system and protocols that enable guests to come and go from the Women's Housing Navigation Center as necessary (for instance, for a job or to visit a family member). If a Women's Housing Navigation Center guest wishes to bring a visitor who is not part of the program, the operator must have "eyes on" the visitor when the visitor is in the common areas. Visitors will not be allowed in the sleeping areas. The limit on the number of visitors is subject to the operator's decision and capacity.
- ii. Administer admissions policies that include, among other things, the admission of guests under the influence and guests with complex histories, provided they are not disruptive or aggressive.
- iii. Administer the orderly admittance of pets including drafting, execution, and enforcement of a policy and guest Pet Agreement upon entry
- iv. Follow all applicable federal, state, and local laws and regulations to provide shelter for as many guests as possible up to the set capacity limit.

E. Data and Reporting

- a. Confidentially collect and manage guest data as may be required by the City or other regulatory agencies
 - i. Implement systems that manage guest data and referrals to agencies, including any such systems mandated by the City
 - ii. Collect documentation such as Release of Information forms as needed
- b. Manage accurate external databases
 - i. Enter complete data into the Homeless Management Information System (HMIS) in accordance with HMIS standards
- c. Report to the City, information including but not limited to:
 - i. Weekly, occupancy report
 - ii. Monthly, demographic data about the population served at Gateway Center
 - iii. Quarterly, average length of time to exit plan
 - iv. Quarterly, guest general satisfaction survey

3.3.2 Service Period

The contract resulting from this solicitation is anticipated to have a term commencing July 1, 2025, through June 30, 2026, with two (2) possible one (1) year extensions.

PART 4

EVALUATION OF PROPOSALS

- **4.1 Selection Process.** The Mayor of Albuquerque shall name, to evaluate the Proposals, an Ad Hoc Advisory Committee. Based on the evaluation criteria established in this RFP, the Committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements outlined in this RFP are designed to guide the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations, or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.
- **4.1.1 Selection of Finalist Offerors (If Applicable)**. The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the "short list"). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.
- **4.1.2. Oral Presentation or Demonstrations by Finalists (If Applicable).** Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee ("Oral Presentation"). The Purchasing Office will schedule the time for each Finalist Offeror's presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.
- **4.2 Evaluation Criteria**. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

Points	Evaluation Factor	RFP Section
200	The Offeror's general approach and plans to meet the requirements of the RFP.	2.1.3
75	The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule	2.1.4
75	Financial Strength	2.1.5
225	Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services	2.1.2
200	Adequacy of proposed project management and resources to be utilized by the Offeror.	2.1.2
100	The Offeror's past performance on projects of similar scope and size.	2.1.2
25	The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project. This judgment will be based upon factors such as the project management plan and availability of staff and resources.	2.1.2
100	Appendix A- Budget Forms: – The budgets proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services.	2.

- **4.2.2 Cost/Price Factors:** The evaluation of cost factors in the selection will be determined by a cost/price analysis inclusive of proposed services, using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending a contract award.
- **4.2.3 Cost Evaluation.** The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

PART 5 FEDERALLY-REQUIRED CONTRACT PROVISIONS IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1. **Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other

All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3; construction work. contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or

under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis Bacon Act

The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.

Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.

All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work

3. Copeland Anti-Kickback Act

For construction

Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

work over \$2,000

The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.

4. Contract Work Hours and Safety Standards Act

Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

For contracts over \$100,000 or that involve mechanics or laborers

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	Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.	
5.	Rights to Inventions Made under a Contract or Agreement	For funding
	If the award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.	agreements under 37 CFR 401.2(a)
6.	Clean Air Act and Federal Water Pollution Control Act	For contracts over
	The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq</i> .	\$150,000
	The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.	
	The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.	
7.	Debarment and Suspension	For all contracts:
	This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part	1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting
	3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.	requirement 1 or 2
	This certification is a material representation of fact relied upon by the	

City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. 8. **Byrd Anti-Lobbying Amendment** For all contracts; contracts over Contractors who apply or bid for an award of \$100,000 or more shall file \$100,000 must the required certification. Each tier certifies to the tier above that it will certify compliance not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment. **Procurement of Recovered Materials** 9. For state or political subdivision of the In the performance of this Agreement, the Contractor shall make state, if the purchase maximum use of products containing recovered materials that are EPAprice of an item designated items unless the product cannot be acquired: exceeds \$10,000 Competitively within a time frame providing for compliance with (including value of the Agreement performance schedule; item acquired over 2. Meeting Agreement performance requirements; or the year) 3. At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline- cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. § 200,216 Prohibition on certain telecommunications and video For all contracts

surveillance services or equipment.

- (a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

11. § 200.322 Domestic preferences for procurements.

For all contracts

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



21 Document Takers for RFP-2025-665-HHH-GB

Vendor Name
ABQ FaithWorks Collaborative
Casa de Salud
Community Bridges, Inc.
Deloitte
Deltek
DevCare Solutions
Enterprise Pals, Inc.
Essential Mental Health, LLC
Goodwill Industries of New Mexico
GovSignals Inc
Jorge Mendes Landscaping
Legai Build
Nerds Inc
New Day
PB&J Family Services
Sierra Healthcare
Smartprocure Inc
Themis



Vendor Name
VIZIONZ-SANKOFA
Xiaoma
Youth Development, Inc.