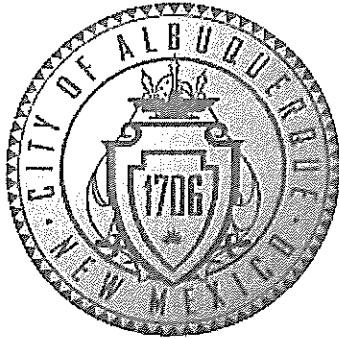


EC-26-195



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

July 8, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Authorization for a Social Services Agreement with New Mexico Veterans Integration Centers Utilizing Opioid Settlement Fund Appropriations as Outlined in City Council Resolution R-25-128

The Department of Health, Housing and Homelessness, Behavioral Health & Wellness Division, is requesting approval to establish a social services agreement with New Mexico Veterans Integration Centers (NMVIC) for veteran-specific substance use disorder (SUD), opioid use disorder (OUD) and/or co-occurring mental health treatment. Through this partnership, the Department of Health, Housing and Homelessness aims to increase access to clinical treatment and support services for veterans in our community.

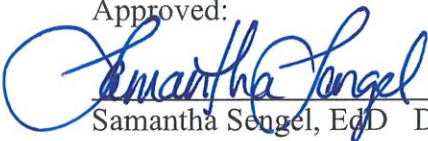
This recommendation is based on Request for Proposal (RFP) GA-2025-706-HHH-GB: Capital Services in Support of the Opioid Use Settlement Agreement, as outlined in City Council Resolution R-25-128 (Enactment No. R-2025-015). The RFP was established to fund shovel-ready capital projects and/or services for qualified, not-for-profit organizations that enhance the capacity, sustainability, and effectiveness of opioid treatment, harm reduction, and recovery services.

Applications were evaluated through a competitive grant process by an impartial review committee, which scored proposals and recommended award to NMVIC for capacity building and services. Approval of this Executive Communication (EC) authorizes the Department of Health, Housing and Homelessness to enter into a five (5) year social services agreement in the amount of \$1,500,000 utilizing Opioid Settlement Funds, also known as LG Abatement Fund (Project 30_CAP_SUS Activity 3060080).

This Executive Communication and corresponding packet are forwarded to City Council for consideration and approval. **Additionally**, the Department of Health, Housing and Homelessness is requesting immediate action to allow for expedited execution of the attached social services agreement.

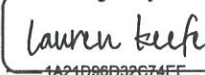
TITLE/SUBJECT OF LEGISLATION: Authorization for a Social Services Agreement with New Mexico Veterans Integration Centers Utilizing Opioid Settlement Fund Appropriations as Outlined in City Council Resolution R-25-128

Approved:

 7/24/26

Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

 7/22/2026 | 9:42 AM MDT

1A21D88D92674EE... Date
City Attorney

Initial
US

Recommended:

 7/13/2026 | 1:21 PM MDT

Director

Cover Analysis

1. What is it?

This is an EC requesting authorization to establish an Agreement with New Mexico Veterans Integration Centers (NMVIC) to provide substance use disorder (SUD), opioid use disorder (OUD) and/or co-occurring mental health treatment services tailored to veterans.

2. What will this piece of legislation do?

This legislation will provide funding to allow NMVIC to build capacity and provide clinical treatment, peer recovery support, harm reduction, suicide prevention, and community-based outreach to veterans with SUD, OUD, and/or co-occurring mental health conditions

3. Why is this project needed?

Veterans in Albuquerque continue to experience significant barriers to accessing substance use/opioid use and behavioral health services, particularly those with co-occurring mental health conditions. This project will expand access to clinical treatment and peer support, incorporating trauma-informed approaches tailored to combat exposure and moral injury, to improve health outcomes and reduce overdose risk for veterans.

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

The total amount of the award is \$1,500,000 to be distributed over five years, utilizing Opioid Settlement Funds, also known as the LG Abatement Fund (Project 30_CAP_SUS Activity 3060080).

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

No revenue is associated with this contract.

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

If NMVIC is unable to receive these capacity-building funds, veterans will continue to experience significant barriers to accessing clinical treatment and recovery services. Without this support, Albuquerque's veteran population faces heightened risk of overdose, suicide, emergency service utilization, homelessness, and justice system involvement.

7. Is this service already provided by another entity?

No. While other substance use treatment services exist, NMVIC provides specialized care for veterans. Veteran-focused substance use programs are limited in Albuquerque as the only other provider is the Department of Veterans Affairs Medical Center.

AGREEMENT

THIS AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and NEW MEXICO VETERANS INTEGRATION CENTER, 2701 Mulberry St. SE, Albuquerque, NM 87106, a Non-Profit (the "Contractor").

RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds ("City Funds") for this purpose; and

WHEREAS, the City desires to engage the Contractor to render certain social services as described herein; and

WHEREAS, the Contractor represents that it has the expertise and resources necessary to render such social services; and

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

1. Goals and Objectives: The Contractor agrees to accomplish the goals and objectives set out in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: Services of the Contractor designated herein are to commence July 1, 2026, 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, 2031. The execution of this Agreement was delayed, causing a gap between July 1, 2026 and the date of execution of this Agreement. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2026 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2026.
4. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor for year one a total amount not to exceed Three Hundred Thousand AND 00/100 Dollars (\$300,000.00), which amount includes any applicable gross receipts taxes 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. As a condition of continued performance under this Agreement, the Contractor shall submit an updated budget for each subsequent contract year, as defined below, reflecting all projected costs associated with that year. The total for the five-year time period shall not exceed One Million Five Hundred Thousand AND 00/100 Dollars (\$1,500,000.00).

Year 1: July 1, 2026 – June 30, 2027

Year 2: July 1, 2027 – June 30, 2028

Year 3: July 1, 2028 – June 30, 2029

Year 4: July 1, 2029 – June 30, 2030

Year 5: July 1, 2030 – June 30, 2031

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, and indicate "pay now."
- (3) Checks issued by the Contractor to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
- (4) The funds received by the Contractor under this Agreement shall be spent by the Contractor within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Contractor funds have already been spent.
- (5) The City and the Contractor specifically agree that although the default payment schedule for the City is "net 30," under this Agreement the City's payment terms with the Contractor will be "pay now." This Agreement authorizes that the process required for payment may begin upon receipt of the invoice by the City, rather than 30 days after the invoice date.

- C. **Program Income:** Program Income refers to the gross income earned by the Contractor from City-supported activities. Program Income shall be treated as described in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, Section 13.B. Accounting for Program Income, as amended.
- D. **Responsibility to Monitor Contract:** Contractor shall be 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.
- 5. **Budget Revisions:** The Contractor shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
- 6. **Amendment to Agreement:** Amendments to this Agreement shall be in writing and signed by both parties.
- 7. **Fiscal Agent, Purchasing Agent, and Personnel Agent:**
 - A. The Contractor shall serve as its own fiscal agent, purchasing agent, and personnel agent.
 - B. Contractor shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
- 8. **Performance Monitoring:** 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.
- 9. **Restrictions on Use of Funds:**
 - A. Contractor must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.

- B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the Contractor shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The Contractor shall ensure that any property that was acquired or improved in whole or in part with City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
11. Appropriations: 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 un-appropriates 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.
12. Independent Contractor:
- A. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
- B. 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.
- C. The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the Drug-Free Workplace Act of 1988 41 U.S.C 8101-8106, and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
13. Personnel:
- A. The Contractor represents that it has, or will secure, 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. Personnel salaries,

benefits and other related costs may be paid for from City Funds as authorized in the City Budgets.

- 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 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.
14. Indemnity: 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 the 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.
15. Insurance: The Contractor shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Contractor or its agents. Before commencing the Services, and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. 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. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All

coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

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

\$2,000,000.00 Per Occurrence (or \$1,000,000 CGL and \$1,000,000 umbrella)
\$2,000,000.00 Policy Aggregate
\$1,000,000.00 Products Liability/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
\$5,000.00 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 this Agreement.

- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
- C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
- D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) 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.
- E. 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.
- F. Cyber Liability Coverage: N/A
- 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.

16. Other Attachments: The Contractor must have on file with the City current copies of:

- A. its certificate of nonprofit incorporation;

- B. the Contractor's articles of incorporation approved by the New Mexico Secretary of State Business Services Division;
 - C. a copy of the Contractor's corporate bylaws;
 - D. any license applicable to the Contractor's proposed activities;
 - E. a listing of the current governing board members;
 - F. a current organizational chart;
 - G. the Contractor's written personnel policies;
 - H. the Contractor's written accounting policies and procedures;
 - I. the Contractor's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in the Contractor's proposal relevant to this Agreement in making its award, and the Contractor warrants the accuracy of all representations made by the Contractor in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Contractor shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Contractor.

For the City, notices may be sent to:

Director, Department of Health, Housing and Homelessness
 P.O. Box 1293
 Albuquerque, NM 87103

or for hand delivery:

Director, Department of Health, Housing and Homelessness
 400 Marquette NW, 5th Floor, Room 504
 Albuquerque, NM 87102

For Contractor, notices may be sent to:

Development Director
NEW MEXICO VETERANS INTEGRATION CENTER
2701 Mulberry St. SE
Albuquerque, NM 87106

19. Required Assurances: During the performance of this Agreement, the Contractor agrees as follows:

A. Non-Discrimination; Americans with Disabilities Act:

- (1) 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, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance; the New Mexico Human Rights Act; the New Mexico Equal Pay for Women Act; Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; the Pregnant Workers Fairness Act; 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.
- (2) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, 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.
- (4) The Contractor shall ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Contractor's employees are assigned to work.

- (5) The Contractor shall 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, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The Contractor covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
 - (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The Contractor understands that utilization of any federally appropriated funds provided to the Contractor by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Contractor further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The Contractor covenants and warrants 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 covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations regarding the performance of this Agreement.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the

Contractor will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- B. The Contractor will provide to the City, monthly 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.
 - C. 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.
 - D. 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.
21. 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.* ROA 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Contractor must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
 - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance:
- A. 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.
 - B. 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.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with 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 five (5) years after the receipt of final payment under this Agreement.

25. Audits and Inspections:

A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City and/or the appropriate funding entity 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 relating to all matters covered by this Agreement.

B. Contractors who expend \$1,000,000 or more of federal funds during the year shall have an audit conducted, in compliance with 2 CFR 200, Subpart F – Audit Requirements, as applicable. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Contractors who receive \$25,000 or more in funding from the City, and do not fall under 2 CFR 200, Subpart F, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.

26. 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.

27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Contractor and descriptive title.

28. Conflict of Interest: No member, officer, or employee of the Contractor, or any other person who exercises any functions or responsibilities with respect to the programs of the Contractor during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.

29. Compliance with Laws: 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.

30. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:
 - A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, including all Exhibits thereto, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. 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 its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
 - B. Notwithstanding the above, 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.
32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
33. 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; floods; 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.

34. 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.
35. Enforcement: The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
38. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
39. No Third Party Beneficiaries: Nothing in this Agreement shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this Agreement.
40. Ethics and Campaign Practices: The Contractor agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Contractor's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Contractor further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Contractor agrees to require that all subcontractors or sub-consultants employed by the Contractor for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Contractor and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.

41. **Public Records.** The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (NMSA 1978, Sections 14-2-1 to -12, as amended). The Contractor understands that records related to this Agreement, created by either party, are public records as defined in the Inspection of Public Records Act. The Contractor further understands that the Contractor may, either through the City or directly, receive requests for inspection of public records and is required by law to respond. The Contractor must identify a records custodian and shall cooperate with the City in locating records responsive to any inspection of public records request received by the City. Upon request, or as otherwise provided in this Agreement, the Contractor shall provide all requested records in possession of the Contractor, and any of its sub-contractors, within 10 business days of any request by the City for such records. If additional time is required, a Contractor may send a written request to the City noting any objections to the production. Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of confidential information pursuant to the Inspection of Public Records Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.
42. **Business Associate Agreement:** The parties agree to comply with the terms and condition of the Business Associate Agreement, attached as Exhibit X to this agreement.
43. **Approval Required:** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.
44. **Electronic Signatures:** 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 the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: NEW MEXICO VETERANS INTEGRATION CENTER

Approved By: _____
Name: _____

Date: _____
Title: _____

CITY OF ALBUQUERQUE:

Name: _____

Date: _____
Title: _____

Name: _____

Date: _____
Title: _____

Name: _____

Date: _____
Title: _____

City of Albuquerque

Grant Process

Solicitation Number: GA-2025-706-HHH-GB

Capital and Services in Support of the Opioid Use Settlement Agreement



Deadline for Receipt of Proposals: September 13, 2025, 5:00 p.m. (Mountain Time)

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

Non-Mandatory Pre-Proposal Conference: July 23, 2025, 2:00 PM via Zoom

Working Session: August 6, 2025 1 PM via Zoom

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

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INTRODUCTION

In accordance with City of Albuquerque Council Bill No. R-25-128, Enactment No. R-2025-015, the City of Albuquerque has created a competitive grant process to fund shovel-ready capital projects and services for qualified, not-for-profit organizations prioritizing facility expansion and infrastructure improvements that enhance the capacity and sustainability of opioid-related treatment, harm reduction, and recovery services addressing the opioid crisis.

Requested funds must be non-recurring, with a limit of 15% for associated operating expenses, including any proposed services.

Projects are capped at \$7.5 million in funding and must be completed within five (5) years of contract execution. Any unused funds will revert to the City after this time period.

Projects will be scored and funded in order of rank until the available funds are exhausted. Bonus points may be awarded to projects proposed by providers with established relationships with the City or County, to help expedite the funding process and ensure swift distribution of funds to the community.

40% of the funds (\$4,000,000) will be allocated to prevention and community revitalization programs, and 60% (\$6,000,000) will be allocated to Intervention and Treatment programs.

The use of these funds is limited to programs that support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies. That may include, but is not limited to, the following:

- Treat Opioid Use Disorder (OUD)
- Support People in Treatment and Recovery
- Connect people who need help to the help they need
- Prevent misuses of Opioids
- Prevent Overdose Deaths and Other Harms

With a recommended focus on services that support:

- (1) Connecting Disconnected Youth
- (2) Comprehensive Education
- (3) Peer Support Expansion
- (4) Recovery Housing
- (5) Community-Based Treatment Access and Quality
- (6) Leveraging the Sobering Center
- (7) Naloxone Access Expansion
- (8) Expand Mobile Crisis Response Services

The following expenditure planning approaches will be followed in awarding funds:

1. Equity-Driven Allocation: Funding will be prioritized for historically excluded communities and those most affected by the opioid crisis.
2. Data-Informed Decision-Making.
3. Sustainability: Initiatives should promote long-term community resilience and systemic change that includes a plan to sustain the program outside of Opioid Settlement Fund dollars.

Funding for this grant is subject to City Council approval and availability of Opioid Settlement Funds.

PART 1
INSTRUCTIONS TO OFFERORS

1.1 Grant Number and Title: GA-2025-706-HHH-GB " Capital and Services in Support of the Opioid Use Settlement Agreement "

1.2 Proposal Due Date: September 23, 2025, at 5:00 PM (Local Time)

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

1.2.1 Non-Mandatory Pre-Proposal Conference: July 23, 2025, at 2:00 PM via Zoom at this link: <https://cabq.zoom.us/j/82871501018>

This is not a mandatory pre-Proposal conference, but 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.

1.2.2 Non-Mandatory Work Session: August 6, 2025 at 1PM via Zoom at this link: <https://cabq.zoom.us/j/85708953543>

1.2.3 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 Grant Process 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: City of Albuquerque Council Bill No. R-25-128, Enactment No. R-2025-015

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 in accordance with all provisions of the following:

1.5.1 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with 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.

1.5.2 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.3 Insurance and Bonding Compliance: Acceptance of the 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.

1.5.4 Ethics:

1.5.4.1 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 with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.4.2 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 process. 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 Grant Process and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.5 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm 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 grant.

1.5.6 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this Grant Process, 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 prior to receipt of 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 Grant Process ("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 Grant Process for cause in accordance with the terms of said contract.

1.5.7 Harassment Free Workplace. The Offeror must ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the **Contractor's** employees are assigned to work. The **Contractor** shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the **Contractor's** obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

1.5.8 Compliance with Storm Drainage Discharge Requirements. If the project construction will disturb one acre or more, the project is subject to the U.S. Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES) Regulations for Storm Water Discharges, 40 CFR, Parts 122, 123 and 124.

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 Grant Process.

1.6 City Contact: The sole point of contact for this Grant Process is the City of Albuquerque Purchasing Division. Questions regarding this Grant Process 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
- Phone: (505)228-3305 or E-Mail: gbecker@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this Grant Process will be managed by two City Departments, depending on the nature of the award, the Department of Health, Housing, and Homelessness, and/or the Department of Municipal Development.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Grant Process must be requested in writing not less than five (5) working days prior to 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 subsequent to 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 means other 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 Addenda to this Grant Process 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 pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal, including all forms, attachments, exhibits, Technical Proposal, 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 prior to 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 Grant Process. Receipt of Addenda to this Grant Process 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 upon the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms: The general 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, 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 Required Contract Terms." Any exceptions shall be identified by the Grant Process Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this Grant Process. Construction contracts will contain additional provisions to ensure efficient, and safe use of the opioid allocation funds.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of up to five years with no possible extensions.

1.13 Evaluation Period: The City reserves the right to analyze, examine, and interpret any Proposal for a period of 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 Grant Process will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This Grant Process may be canceled for any reasons and any and all 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 award of contract.

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this Grant Process.

1.20 Public Records:

1.20.1 The Purchasing Division's procurement file and any documents relating to this Grant Process, including the Proposals submitted by Offerors, shall be open to public inspection in accordance with 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 "Trade Secret" 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 and all 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 and all 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 Grant Process, 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 Grant Process Protest Process:

1.22.1 Grant Process Documents: If the protest concerns the specifications for the Grant Process 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 prior to 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 a Protest: Any Offeror who is aggrieved in connection with a 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. Facsimile, 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 which are mailed should be addressed as follows:

Chief Procurement Officer
City of Albuquerque, Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
PROTEST, Grant Process Number **GA-2025-706-HHH-GB**

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 Grant Process 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. The decision made by the Chief Procurement Officer is final.

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 Grant Process, insurance in the kinds and amounts hereinafter and insurance in the kinds and amounts set out in the City’s General Conditions, Supplemental General Conditions and all amendments or supplements thereto 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 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. With respect to all coverages required other than professional liability or workers’ compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to 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 Grant Process 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 the 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, and may also include:

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 Grant Process.

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, 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, in accordance with 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 Grant Process.

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. In the event that 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 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.

1.23.6 Bond Requirements: The Offeror shall furnish a separate Cost Proposal Bond at the time of Proposal submission. A Performance Bond and Labor and Material Payments Bond will be required for each project over \$25,000 that is executed under this grant process.

Proposal Bond: Each proposal that includes construction costs MUST be accompanied by a proposal bond issued by a surety, duly authorized to conduct business in the State of New Mexico and acceptable to the City, in the amount of five percent (5%) of the total amount of its offered Cost Proposal. The Proposal Bond is submitted as a guaranty that the Offeror, if awarded the contract, will promptly execute such contract in accordance with this Request for Proposals, will furnish good and sufficient bonds for the faithful performance of the contract and for the payment of all labor and materials. The Offeror must be named as principal on the bond. **THIRD PARTY PROPOSAL BONDS WILL NOT BE ACCEPTED.**

Provided with the Proposal Bond: Offeror shall provide, with its Proposal Bond, a letter from a bonding company licensed to do business in the State of New Mexico confirming Offeror's ability to obtain a Performance Bond and a Labor & Materials Payment Bond in an amount of \$500,000 per project and \$1,000,000 aggregate the offered Cost Proposal. Offeror will, ten (10) calendar days prior to commencement of work, furnish such bonds.

CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

1.24 Capital Allocation. Any proposed projects that utilize construction funds must submit acknowledgment that should the agency go out of business or change its mission to no longer serve clients who are at risk of or experiencing opioid use disorder, then the agency must either 1. Return the equipment, or 2. Return the funds used to complete any capital projects.

1.25 All Capital Improvement awards are conditional upon compliance with the requirements of the Anti-Donation Clause of the Constitution of the State of New Mexico (Article IX, Section 14).

1.26 Fiscal Audit. Offerors must submit the agency's most recently completed financial audit and most recent Form 990 (if applicable)

PART 2

PROPOSAL FORMAT

A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separate, may result in the City deeming your submission non-responsive.

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract resulting from this Grant Process. The Proposal shall be signed by one of the persons so identified. 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 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. Submit verification of existing partnership with the City or Bernalillo County if applicable.

2.1.2.2 Past Experience. For services, please describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, 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.

Include in this section experience with providing opioid services: Describe the organization’s experience providing opioid services and any co-occurring Substance Use Disorder or Mental Health (SUD/MH). Provide quantitative outcome data for service provision. If outcome data is not available, describe how the agency will provide outcome data for the proposed program. If the organization has not provided opioid services, describe how the agency will begin to provide opioid services with the proposed program.

For those agencies proposing construction costs, please detail either your agency’s past performance or the past performance of your General Contractor that includes a summary of projects and past capability to meet

schedules, meet budgets and meet project administration requirements for comparable projects. Specifically, please answer the following for the last five projects completed:

- a. Was the project completed early? If yes, how was that accomplished?
- b. Was the project completed late? If yes, how many days and why?
- c. How many days after Substantial Completion were required to complete the punch list items?
- d. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
- e. Were there any outstanding issues remaining after the warranty inspection?
- f. Did your company refuse to do additional work requested by the owner? If yes, why?
- g. What was your company's process for vetting the pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?
- h. What was the dollar threshold below which your company absorbed additional cost changes in order to avoid disproportionate administrative costs for all parties? Give examples of the changes on this project for which your firm absorbed the costs?
- i. Describe the role of each teaming partner/subcontractor on the contract.
- j. Provide evidence of past performance quality and overall customer satisfaction.
- k. Record of compliance with applicable laws and regulations on past projects.
- l. Past record of achievement of health and safety targets.
- m. Describe company's experience in delivering New Mexico Energy Conservation Code or green sustainable buildings.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed project and approach to each of the necessary tasks to complete the project, including obtaining required permitting, in accordance with parameters 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. For construction proposals, include in your proposal the details of how your agency was able to accomplish the design phase; how you determined the cost of the project; how you will ensure any overages are covered when the maximum grant agreement has been reached; and what the agency plans for obtaining any additional dollars that may be needed to cover the cost of the proposed project.

1. Provide a proposed project schedule. Indicate critical dates and other information in sufficient detail for the Evaluation Committee to determine if time frames are reasonable.
2. Description of the ability to deliver the project within the construction time.

Include in this section how your proposed project supports the required uses of opioid funds as detailed in <https://nationalopioidsettlement.com/wp-content/uploads/2022/03/2022.03.15-NEW-MEXICO-OPIOID-ALLOCATION-AGREEMENT.pdf>, and in one of the categories listed in the attached legislation in Appendix D on page 2.

2.1.4 Project Staffing

Provide the following information:

2.1.4.1 Brief resume (education, professional certification(s), years with company, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.

2.4.1.2 Address the extent to which key personnel have worked together as a team on projects of similar or greater magnitude. Describe the Contractor's and Subcontractor's participation in skill training.

2.4.1.3 Address reliable staffing sources/project staffing.

2.1.5 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 in order to complete tasks.

Provide the following information:

2.1.5.1 Management Team: provide an organizational chart of the Management Team, who will oversee the construction as applicable, and address how critical subcontractors were selected and will be managed.

2.1.5.2 Describe the technical approach to the project that is intended to ensure that tasks are executed within cost, schedule and quality goals.

2.1.6 Safety Plan (Construction Projects Only)

Provide the following information:

1. A Summary description of the General Contractor's Safety Management System.
2. Identify the competent person responsible for, and capable of, implementing the safety plan.

3. Address project specific safety risks that have been identified by this Request for Proposals and additional risks that the Offeror's team has identified. Describe processes to minimize risk and to ensure that the health and safety issues are clearly communicated with the employees, subcontractors, and the Owner.

2.1.7 General Contractor Statement of Qualificaitons (Construciton Projects Only)

Completely fill out the attached general Contractor Statement of Qualifications form, providing all requested information.

2.1.8 Letter of Submittal: Include in the proposal a letter of submittal that includes the following information:

2.1.8.1 The Letter of Submittal shall be signed by one of the persons so identified as a person in your organization authorized to execute the contract resulting from this Grant Process.

2.1.8.2 If a joint proposal is being submitted, identify the firms, and disclose the percentage of the work/services to be executed by each firm, based on the dollar amount of the fee proposed in the Cost Proposal, so that the resident contractor preference or veteran contractor preference can be applied in proportion to the work done by each contractor.

2.1.8.3 Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosed and attachments submitted.

2.1.8.4 Acknowledge that, the omission of any material fact concerning requested information, or the submission of any false to misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal as "non-responsive."

2.1.8.5 Acknowledge that the Owner has a right to obtain relevant information from other sources including references to determine whether the Offeror is "responsible."

2.1.8.6 Acknowledge that if awarded the contract, the Grant Process documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures and addenda shall be incorporated as part of the Contract.

2.1.8.7 Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors.

2.1.9 Sustainability: Describe how your program supports long term community resilience and systemic change and what is the plan to sustain the program outside of Opioid Settlement Fund dollars. In the last year of the contract award, the Contractor must provide a written sustainability plan to the City or the County which includes an action plan of how program services, activities, and partnerships will be continued beyond the life of the contract.

2.1.9 Organizational Capacity: Describe your organization's organizational capacity to administer City funds including staff and administrative structure . Describe the agency's capacity to utilize Medicaid and third-party insurances for applicable supportive services. If not a Medicaid provider, describe steps you are taking to become a Medicaid provider if applicable for the proposed project.

2.1.10 Program Capacity: Indicate how many unduplicated individuals your proposed program/project will serve annually.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit your Cost Proposal (Appendix A – sample forms) separately from your Technical Proposal. Ensure the capital/construction costs are separated from the program costs for any proposals that include services, using either the sample construction cost form or the service budget forms. Failure to submit your cost separately from your Technical Proposal may result in your proposal being deemed non-responsive.

2.2.2 The Cost Proposal should, at a minimum, contain the following information:

- Separate the service costs from the capital costs. For the service costs and the capital costs, include separate breakdowns as detailed below:
 - The cost for the entire project broken down by the activities or steps shown on the project schedule.
 - Estimated periodic billing to the City based on the cost of the deliverable items.
 - Cost or pricing details should be shown by task. 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.
 - Purchased materials, unit costs, and quantities.
 - Travel, lodging, and other direct expenses.
 - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

- Construction Administration.

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

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. The cost proposal must include all costs, including contingencies and overages. Should the project be partially completed and the selected Offeror has expended all of the contracted funds, the Offeror shall be required to reimburse the City for all contracted funds.

2.2.5 Explain how these funds are supplementing, and not replacing existing funding streams and will support sustainability of your program past the expiration of these funds. Medicaid Billing: If your agency bills Medicaid for services that are provided to individuals served through this contract, Medicaid must be billed first for all Medicaid-eligible services. Additionally, if a service is Medicaid-eligible, you must bill Medicaid for that service. Contract funds may not be used to supplant Medicaid-eligible services. Using opioid funds to supplement or supplant Medicaid- eligible services is cause for termination of this contract.

2.2.6 An example of the preferred format is attached to this Grant Process, for both construction/capital projects and/or service projects in Appendix A.

PART 3 SCOPE OF SERVICES

The use of these funds is limited to programs that Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies in accordance with City of Albuquerque Council Bill No. R-25-128, Enactment No. R-2025-015. That may include, but are not limited to, the following

- Treat Opioid Use Disorder (OUD)
- Support People in Treatment and Recovery
- Connect people who need help to the help they need
- Prevent misuses of Opioids
- Prevent Overdose Deaths and Other Harms

With a recommended focus on the following service types:

- (1) Connecting Disconnected Youth
- (2) Comprehensive Education
- (3) Peer Support Expansion
- (4) Recovery Housing
- (5) Community-Based Treatment Access and Quality
- (6) Leveraging the Sobering Center
- (7) Naloxone Access Expansion
- (8) Expand Mobile Crisis Response Services

The following expenditure planning approaches will be followed in awarding funds:

1. Equity-Driven Allocation: Funding will be prioritized for historically excluded communities and those most affected by the opioid crisis.
2. Data-Informed Decision-Making.
3. Sustainability: Initiatives should promote long-term community resilience and systemic change that includes a plan to sustain the program outside of Opioid Settlement Fund dollars.

Offerors are to propose shovel-ready capital projects and/or services that prioritize facility expansion and infrastructure improvements that address the opioid crisis. Shovel ready is defined as those projects that have already completed the planning and design phase of the project, and commencement of construction can occur within four (4) months of contract execution. Projects must be able to be completed within five years of date of contract execution.

Offerors must detail the type of service that is being supported by the requested use of funds, and how that service enhances the capacity and sustainability of opioid-related treatment, harm reduction, and recovery services that address the opioid crisis. Offerors should also indicate the percentage of the funding that supports programs that are prevention and community revitalization programs, or Intervention and Treatment programs.

Projects are capped at \$7.5 Million in funding per project and must be completed within five (5) years of contract execution. Any unused funds will revert after this time period. Requested funds must be non-recurring; with a limit of 15% for associated operating expenses that include any proposed services.

Offerors and related proposal must meet these Required Qualifications:

- 1) Be an established not-for-profit or government entity
- 2) Must be able to sustain operations throughout the contract period.
- 3) Proposed costs must be reasonable and aligned to the proposed project.
- 4) Be able to document outcomes of the funding.
- 5) Have the organizational capacity to administer City funds and comply with contractual obligations.
- 6) Proposed project must meet the parameters laid forth in this Grant Process
- 7) Project must contribute to the reduction of the impact of the opioid epidemic on the local community, and supports racial equity and prioritizes funding for historically excluded communities and those most affected by the opioid crisis.

Additional Scopes of Service, as applicable to the project:

1. The Contractor agrees to research and apply to become an enrolled New Mexico Medicaid provider, if not currently a provider.
2. The Contractor shall make every effort to bill Medicaid for eligible services in order 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*. The Contractor must submit an application to become a New Mexico Medicaid provider within 6 months of the contract start date. Within 30 days of submission, the Contractor will provide the City with an update on the application status and any additional requirements. Within 12 months, the Contractor will report on their progress in billing Medicaid, including the number of claims submitted and revenue generated.
3. The Contractor will design program in such a way as to achieve equitable service provision and equitable results among clients served. Contractor will report out on outcome rates on outcomes of interest among different race and ethnicity populations served, **specifically XXXXXXXX**. *For example, youth of color will remain in the program at the same rate as white youth remain in the program.*

4. The Contractor shall participate in the implementation of a social services referral platform, currently Unite Us, including establishment as an in-Network provider, attending training and responding to referrals received through the platform. This includes administration of a City-approved Social Determinants of Health Screening Tool at a frequency detailed in the Unite Us Navigation protocols, participation in data sharing with other community and social organizations on program activities with consent of the clients served, and sharing aggregate and non-medical client data with the City and other City-funded partners. This will include attendance at the New User Onboarding Meeting and regular Network User Meeting.

5. The Contractor will submit Monthly Reports which consists of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting connection to supportive resources, identification of barriers to serve comprehensive needs of clients, and suggested solutions to address barriers to obtaining services. Part C provides clients demographics. Reports are due no later than fifteen (15) days after the end of the reporting period.

6. The Contractor shall abide by the current version of the Department of Health, Housing and Homelessness' *Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services*, as applicable.

Funding for this Grant Process is subject to City Council approval and availability of Opioid Settlement Funds.

PART 4

EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this Grant Process, the committee shall submit to the Mayor a list of qualified entities in the order in which they are recommended. Proposal documentation requirements set forth in this Grant Process are designed to provide guidance to 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. Final list of recommended offerors will be presented to City Council for final approval to authorize the subsequent Agreements.

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 (Required). Finalist Offerors will be required to present their proposals to the Ad Hoc Advisory Committee, and other subject matter experts, (“Oral Presentation”) and engage in an Interview with the Committee. 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: Interviews will be scored out of 100 points. Proposal scores will be added to interview scores to determine a final score.

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 awards to the Mayor. Projects will be scored and recommended for funding in order, based on their ranking, until the available funds are exhausted. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

4.2.1.1 Evaluation Factors for Capital/Construction Projects:

100 -- Services Experience: The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 – Safety Plan: The Offeror's general proposal, approach and plans to meet the requirements of the Grant Process.

150 -- Staffing: Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks proposed in accordance to the Grant Process.

150 -- Management Plan: Adequacy of proposed project management and resources to be utilized by the Offeror.

200 -- Past Performance: The Offeror's past performance on projects of similar scope and size.

300 -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this Grant Process to perform the tasks listed in Part 3, Scope of Services and contained in the Offeror's Technical proposal.

100 – Bonus Points – The Offeror demonstrates they are an existing contractor with either the City of Albuquerque or Bernalillo County.

4.2.1.2 Evaluation Factors for Service Projects:

100 -- Services Experience: The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

200 -- The Offeror's general proposal, approach, and plans to meet the requirements of the Grant Process.

100 -- The Offeror's detailed plans to meet the proposed project objectives of each task, activity, etc., on the proposed schedule.

100 -- Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks proposed in accordance to the Grant Process.

100 -- Adequacy of proposed project management and resources to be utilized by the Offeror.

100 -- The Offeror's past performance on projects of similar scope and size.

200 -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this Grant Process to perform the tasks listed in Part 3, Scope of Services, and contained in the Offeror's Technical proposal.

100 -- Bonus Points – The Offeror demonstrates they are an existing contractor with either the City of Albuquerque or Bernalillo County.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division and Ad Hoc Committee. 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 clearly 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.

4.2.4 Final Approval. The Final list of selected Offerors will be approved by City Council prior to executing the agreement.

Part 5

Standard Specifications

INCORPORATION OF CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS, GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The **City of Albuquerque Standard Specifications for Public Works Construction**, 2020 Edition, General Conditions and Technical Specifications, as updated and amended, are incorporated by reference, the same as if fully written herein and shall govern this Project except where revised, updated or supplemented by the Supplemental Special Provisions, Special Provisions and/or the Supplemental Technical Specifications.

The **City of Albuquerque Standard Specifications for Public Works Construction**, 2020 Edition, including any updates and amendments that have been issued, may be viewed on and printed from the City's web page at:

<http://www.cabq.gov/planning/building-development-services/design-review-construction-forms>

Appendix A Cost Proposal Forms.

Appendix A-1 Construction Cost Proposal Sample Form

Appendix A-2 Services Cost Proposal Sample Forms

See attached Excel Workbook Titled “Services Cost Proposal Forms”

Appendix A-1

Construction Budget - Cover Sheet

Project Name	
Date Prepared	
Square feet	

Total Cost

Total Cost

Expenses

Budget Item	Cost	Cost per sq. ft.	Notes
Permits			
Surveying			
Insurance			
Temporary fencing			
Equipment rental			
Temporary utilities			
Dumpsters			
Supervision			
General labor			
Cleaning			
Excavation			
Underground utilities			
Landscaping/irrigation			
Foundation/driveway			
Masonry/stone			
Rough carpentry/lumber			
Millwork/cabinetry			
Insulation			
Roofing			
Siding			
Doors and hardware			
Windows			
Drywall			
Flooring			
Painting			
Specialties			
Appliances			
HVAC			
Plumbing			
Electrical			
Low voltage/security			

Subtotal	\$	-
Sales tax		
Total Expenses	\$	-

Soft costs/General conditions	\$	-
Site	\$	-
Building	\$	-
Overhead	\$	-

Please attach additional sheets to provide required details of all costs.

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

1. Agency Name:

2. Project Title:

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages	\$ -	\$ -	
Payroll Taxes and Employee Benefits	\$ -	\$ -	
Total Personnel Costs	\$ -	\$ -	
Operating Costs - Direct			
Contractual Services	\$ -	\$ -	
Audit Costs	\$ -	\$ -	
Consumable Supplies	\$ -	\$ -	
Telephone	\$ -	\$ -	
Postage and Shipping	\$ -	\$ -	
Occupancy			
a. Rent	\$ -	\$ -	
b. Utilities	\$ -	\$ -	
c. Other	\$ -	\$ -	
Equipment Lease/Purchase	\$ -	\$ -	
Equipment Maintenance	\$ -	\$ -	
Printing & Publications	\$ -	\$ -	
Travel			
a. Local Travel	\$ -	\$ -	
b. Out of Town Travel	\$ -	\$ -	
Conferences, Meetings, Etc.	\$ -	\$ -	
Direct Assistance to Beneficiaries			
Membership Dues	\$ -	\$ -	
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ -	\$ -	
Fuel and Vehicle Maintenance	\$ -	\$ -	
Total Operating Costs	\$ -	\$ -	
Total Direct Costs (Personnel & Operating)	\$ -	\$ -	
Indirect Costs (____%; attach Rate Letter)			
TOTAL PROGRAM EXPENSES	\$ -	\$ -	

☐ As applicable, attach Indirect Cost Rate Letter

Appendix B

PROPOSAL BOND FORM

PROJECT NAME:

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, hereinafter called the Contractor, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico as Obligee, hereinafter called the City, in the sum of five percent (5%) of the amount bid for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted the accompanying Bid Proposal dated _____, for the above-referenced Project, which Bid Proposal is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, the condition of this obligation is such that, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Contractor to enter into such Contract and give such bond or bonds, if the Contractor shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____.

ATTEST:

Contractor By:

Title: _____

ATTEST:

Surety By: _____

_____ Title: _____

**Appendix C General Contractor Statement of
Qualifications**

STATEMENT OF QUALIFICATIONS FOR GENERAL CONTRACTORS

Project Name: _____

1. OFFEROR INFORMATION

Name: _____ **Address:** _____

Principal Office: _____
(____) Corporation (____) Partnership (____) Sole
Proprietorship (____) Joint Venture

(____) Other

a. How many years has your organization been in business as a Contractor? _____

b. How many years has your organization been in
business under its present business name? _

c. Under what other or former names has your organization operated?

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on
file with the State of New Mexico Construction Industries Division: _____

b. License Classification(s): _____

c. License Number: _____

d. Issue Date: _____ Expiration Date: _____

e. Is the firm's contractor's license free of ever being
suspended or revoked by the CID or by the appropriate licensing agency in any
other state?

(____) Yes - free of suspension or revocation (____) No – Provide explanation

f. Does your firm hold all applicable Business licenses
required by State of New Mexico?

License Number: _____

Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

_____ (Name)

Issue Date: _____

Expiration Date: _____

License Number: _____

Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

_____ (Name)

Issue Date: _____

Expiration Date: _____

License Number: _____

Jurisdiction: _____

- g. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

☐ Yes ☐ No (Provide explanation)

3. PROJECT SCHEDULING

- a. Does your firm use scheduling software? ☐ Yes ☐ No

- b. If YES, which programs and versions are used? Please list:

- c. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met? ☐ Yes ☐ No

- d. If YES, please indicate the project

- i. Project: _____

Reason for Delay: ____

ii. Project: _____

Reason for Delay: ____

iii. Project: _____

Reason for Delay: ____

- e. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years? ☐ Yes ☐ No

If YES, please list projects

Project: __ Amount \$ __ Reason for assessment _____

Project: __ Amount \$ __ Reason for assessment _____

Project: __ Amount \$ __ Reason for assessment _____

4. LABOR CODE VIOLATIONS

- a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?

☐ Yes ☐ No (explain)

- b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

☐ Yes ☐ No (explain)

5. LITIGATIONS, MEDIATIONS AND ARBITRATIONS

- a. List any litigation against the firm during the past 5 years, and the resolution:

b. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION
INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

_____ Name and Title	_____ Firm Name
_____ Signature	_____ Address of Firm
_____ E-mail Address	_____ City/State/Zip
_____ Telephone Number	_____ Fax Number

Appendix D Opioid Legislation

CITY of ALBUQUERQUE TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-25-128 ENACTMENT NO. R. 2025. 015

SPONSORED BY: Tammy Fiebelkorn, Renée Grout, Nichole Rogers and Dan Champine

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1 RESOLUTION

2 APPROVING AND ADOPTING THE LOCAL GOVERNMENT COORDINATING

3 COMMISSION JOINT OPIOID SETTLEMENT IMPLEMENTATION PLAN; AND

4 APPROPRIATING OPIOID SETTLEMENT FUNDS.

5 WHEREAS, the County of Bernalillo ("County") and City of Albuquerque

6 ("City") each participated in litigation against pharmaceutical manufacturers,

7 distributors and retailers seeking compensation for the harm done as a result

8 of the opioid epidemic; and

9 WHEREAS, that litigation resulted in settlement agreements under which

10 the City and the County are to receive both lump sum and ongoing annual

11 payments; and

12 WHEREAS, the City and the County have already begun receiving funds

13 through those settlement agreements, and will continue to receive payments

14 over the next 15 years ("Opioid Settlement Funds"), as outlined in the

15 Settlement Distribution Schedule attached as Exhibit A in Attachment 1; and

16 WHEREAS the City and the County anticipate receiving approximately \$150

17 million in Opioid Settlement Funds, in total; and

18 WHEREAS, the Opioid Settlement Funds are the direct result of harm

19 perpetrated on our community by drug manufacturers, distributors, retailers,

20 and other parties; and

21 WHEREAS, in October 2023, the City Council adopted R-23-174 wherein the

22 City and County committed to combining opioid settlement resources and

23 planning to further strengthen our ability to meet the biggest opioid use

24 disorder needs in our community while avoiding duplication of effort and

25 building a strong and coordinated support network; and

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1 WHEREAS, the City and County engaged Vital Strategies to develop a
2 strategic plan for the use of Opioid Settlement Funds; and
3 WHEREAS, on October 16, 2024, Vital Strategies provided a comprehensive
4 report for the County and the City to develop a focused expenditure plan for
5 the Opioid Settlement Funds, which is attached as Exhibit B in Attachment 1;
6 and
7 WHEREAS, Albuquerque Public Schools ("APS") prepared a report of
8 Substance Use/Misuse Prevention and Intervention Programs and Curriculum
9 SY 24-25 and Funding Proposal, which is attached as Exhibit C in Attachment
10 1; and
11 WHEREAS, the Local Government Coordinating Commission ("LGCC") has
12 developed a Joint Opioid Settlement Implementation Plan: Policy Guidance for
13 Strategic Implementation ("Implementation Plan") that outlines its
14 recommendations, which is attached as Attachment 1; and
15 WHEREAS, the LGCC reviewed Vital Strategies' analysis and
16 recommended eight (8) categories for the City, County, and APS to target the
17 Opioid Settlement Funds:
18 (1) Connecting Disconnected Youth (*Vital Strategies Strategic Priority*
19 *Recommendation 17*)
20 (2) Comprehensive Education (*Vital Strategies Strategic Priority*
21 *Recommendation 16*)
22 (3) Peer Support Expansion (*Vital Strategies Strategic Priority*
23 *Recommendation 27*)
24 (4) Recovery Housing (*Vital Strategies Strategic Priority*
25 *Recommendation 25*)
26 (5) Community-Based Treatment Access and Quality (*Vital Strategies*
27 *Strategic Priority Recommendation 23*)
28 (6) Leveraging the Sobering Center (*Vital Strategies Strategic Priority*
29 *Recommendation 15*)
30 (7) Naloxone Access Expansion (*Vital Strategies Strategic Priority*
31 *Recommendation 19*)
32 (8) Expand Mobile Crisis Response Services (*Vital Strategies Strategic*
33 *Priority Recommendation 13*)

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1 WHEREAS, the LGCC recommends the Implementation Plan be adopted
2 and implemented by the Albuquerque City Council, Bernalillo County Board of
3 Commissioners, and APS Board of Education; and

4 WHEREAS, the Implementation Plan will provide guidance to the City and
5 County so they may direct the expenditures of Opioid Settlement Funds
6 towards priorities that will alleviate the impact of the opioid epidemic; and

7 WHEREAS, R-23-174 requires City Council approval for all Opioid
8 Settlement Fund appropriations (Fund 201).

9 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
10 ALBUQUERQUE:

11 SECTION 1. The City of Albuquerque hereby approves the Joint Opioid
12 Settlement Implementation Plan recommendations from the Local Government
13 Coordinating Commission, as attached hereto as Attachment 1. The Bernalillo
14 County Commission and the Albuquerque Public Schools Board of Education
15 are encouraged to adopt the Implementation Plan.

16 SECTION 2. The Joint Opioid Settlement Implementation Plan is hereby
17 adopted by the City of Albuquerque and shall govern the use of Opioid
18 Settlement Funds in conjunction with the provisions of R-23-174, *Establishing*
19 *a Policy for the Expenditure of Opioid Settlement Monies*. This Implementation
20 Plan is attached hereto as Attachment 2.

21 SECTION 3. PROGRAMMING. The departments of Finance and
22 Administrative Services and Health, Housing, and Homelessness (HHH) shall
23 create two programs within Fund 201, consistent with the recommendations
24 adopted in the Joint Opioid Settlement Implementation Plan, as follows:

25 Capacity and Sustainability
26 Provider Program

27 SECTION 4. The following amounts are hereby appropriated to the
28 following programs:

29 LG Abatement Fund 201

30 Health, Housing, and Homelessness

31 Capacity and Sustainability 2,000,000

32 These funds are designated to provide one-time, non-recurring funding to
33 support the growth, training, and long-term viability of small and medium-

1 sized service providers addressing the opioid crisis, ensuring sustainable
2 service delivery beyond the duration of settlement funding.

3	Provider Program	10,000,000
----------	-------------------------	-------------------

4 These funds are designated to establish a competitive grant process to fund
5 shovel-ready capital projects and services for nonprofit service providers,
6 prioritizing facility expansion and infrastructure improvements that enhance
7 the capacity and sustainability of opioid-related treatment, harm reduction,
8 and recovery services; and requiring that the grant program be jointly
9 managed by the City of Albuquerque and Bernalillo County to ensure a
10 coordinated, equitable, and efficient funding process, and avoid duplication.

11 SECTION 5. HHH shall enter into a Memorandum of Understanding (MOU)
12 with Albuquerque Public Schools to provide \$1.8 million dollars from the LG
13 Abatement Fund 201, consistent with the recommendations adopted in the
14 Joint Opioid Settlement Implementation plan, for expansion of the Crossroads
15 program.

16 SECTION 6. COMPILATION. Attachment 2, the Joint Opioid Settlement
17 Implementation Plan, shall be compiled as a new Article 8 in Chapter 4 of the
18 Code of Resolutions of Albuquerque, New Mexico, titled "Joint Opioid
19 Settlement Implementation Plan."

SECTION 7. SEVERABILITY. If any section, paragraph, sentence, clause, word or phrase of this Resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution. The Council hereby declares that it would have passed this Resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

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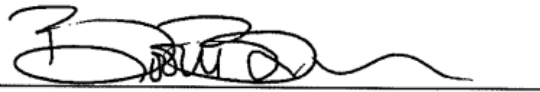
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1 PASSED AND ADOPTED THIS 7th DAY OF April, 2025
2 BY A VOTE OF: 8 FOR 1 AGAINST.

3
4 For: Baca, Bassan, Champine, Fiebelkorn, Grout, Lewis, Rogers, Sanchez
5 Against: Peña

6
7
8 

9 Brook Bassan, President
10 City Council

11
12
13
14 APPROVED THIS _____ DAY OF _____, 2025

15
16
17
18 Bill No. R-25-128

19
20
21
22 _____
23 Timothy M. Keller, Mayor
24 City of Albuquerque

25
26 ATTEST:

27
28 

29 Ethan Watson, City Clerk
30
31
32
33

Appendix E Sample Contracts

E-1 Social Services Contract Sample

E-2 Professional Technical Services

Sample Contract

AGREEMENT

THIS AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and [CONTRACTOR]

RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds ("City Funds") for this purpose; and

WHEREAS, the City desires to engage the Contractor to render certain social services as described herein; and

WHEREAS, the Contractor represents that it has the expertise and resources necessary to render such social services; and

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

1. Goals and Objectives: The Contractor agrees to accomplish the goals and objectives set out in [REDACTED] to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Contractor shall perform the services set out in [REDACTED] ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: 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. The execution of this Agreement was delayed, causing a gap between July 1, 2025 and the date of execution of this Agreement. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2025 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.
4. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed [AMOUNT] which amount includes any applicable gross receipts taxes 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. Method of Payment:
- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at either monthly or quarterly 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, and indicate "pay now."
 - (3) Checks issued by the Contractor to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
 - (4) The funds received by the Contractor under this Agreement shall be spent by the Contractor within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Contractor funds have already been spent.
 - (5) The City and the Contractor specifically agree that although the default payment schedule for the City is "net 30," under this Agreement the City's payment terms with the Contractor will be "pay now." This Agreement authorizes that the process required for payment may begin upon receipt of the invoice by the City, rather than 30 days after the invoice date.
- C. Program Income: Program Income refers to the gross income earned by the Contractor from City-supported activities. Program Income shall be treated as described in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, Section 13.B. Accounting for Program Income, as amended.
- D. Responsibility to Monitor Contract: Contractor shall be 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.

5. Budget Revisions: The **Contractor** shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
6. Amendment to Agreement: Amendments to this Agreement shall be in writing and signed by both parties.
7. Fiscal Agent, Purchasing Agent, and Personnel Agent:
 - A. The **Contractor** shall serve as its own fiscal agent, purchasing agent, and personnel agent.
 - B. **Contractor** shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
8. Performance Monitoring: 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.
9. Restrictions on Use of Funds:
 - A. **Contractor** must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.
 - B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the **Contractor** shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The **Contractor** shall ensure that any property that was acquired or improved in whole or in part with City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

11. Appropriations: 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 un-appropriates 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.
12. Independent Contractor:
- A. Neither the **Contractor** nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The **Contractor** is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
 - B. 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.
 - C. The **Contractor** certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the Drug-Free Workplace Act of 1988 (P.L. 100-690), and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
13. Personnel:
- A. The **Contractor** represents that it has, or will secure, 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. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets.
 - 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 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.
14. **Indemnity:** 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 the **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.
15. **Insurance:** The **Contractor** shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the **Contractor** or its agents. Before commencing the Services, and on the renewal of all coverages, the **Contractor** shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. 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. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
- \$1,000,000.00 Per Occurrence (or \$1,000,000 CGL and \$1,000,000 umbrella)
 - \$3,000,000.00 Policy Aggregate
 - \$1,000,000.00 Products Liability/Completed Operations
 - \$1,000,000.00 Personal and Advertising Injury
 - \$5,000.00 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 this Agreement.

- B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a **\$1,000,000.00** combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
 - C. Workers' Compensation Insurance: Workers' Compensation Insurance for the **Contractor**'s employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The **Contractor** must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
 - D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) 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**.
 - E. 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**.
 - F. Cyber Liability Coverage: N/A
 - 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.
16. Other Attachments: The **Contractor** must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
 - B. the **Contractor's** articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
 - C. a copy of the **Contractor's** corporate bylaws;
 - D. any license applicable to the **Contractor's** proposed activities;
 - E. a listing of the current governing board members;
 - F. a current organizational chart;
 - G. the **Contractor's** written personnel policies;

- H. the Contractor's written accounting policies and procedures;
 - I. the Contractor's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in the Contractor's proposal relevant to this Agreement in making its award, and the Contractor warrants the accuracy of all representations made by the Contractor in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Contractor shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Contractor.

For the City, notices may be sent to:

Director, Department of [REDACTED]
P.O. Box 1293
Albuquerque, NM 87103

or for hand delivery:

Director, Department of [REDACTED]
400 Marquette NW, 5th Floor, Room 504
Albuquerque, NM 87102

For Contractor, notices may be sent to:

BARRETT FOUNDATION INC
10300 Consitution Ave NE
Albuquerque, NM 87112

19. Required Assurances: During the performance of this Agreement, the Contractor agrees as follows:
- A. Non-Discrimination; Americans with Disabilities Act:
 - (1) 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, and as defined in the New Mexico Human Rights Act. The **Contractor** agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women 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, the Pregnant Workers Fairness Act, 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.

- (2) The **Contractor** shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
 - (3) In performing the Services required under the Agreement, the **Contractor** agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, 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.
 - (4) The **Contractor** shall ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the **Contractor's** employees are assigned to work.
 - (5) The **Contractor** shall 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, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The **Contractor** covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;

- (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The **Contractor** understands that utilization of any federally appropriated funds provided to the **Contractor** by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The **Contractor** further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The **Contractor** understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The **Contractor** covenants and warrants 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 covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the **Contractor** or any agent or representative of the **Contractor** to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations regarding the performance of this Agreement.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the **Contractor** will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
- B. The **Contractor** will provide to the City, **monthly or 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.
- C. 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.

- D. 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.
21. 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.* ROA 1994, Public Interest Organizations. The **Contractor** agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit **Contractor** must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
- B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance:
- A. 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.
- B. 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.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with 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 five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the **Contractor's** records with respect to all matters covered by this Agreement. The **Contractor** shall permit the City and/or the appropriate funding entity 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 relating to all matters covered by this Agreement.

- B. **Contractors** who expend \$1,000,000 or more of federal funds during the year shall have an audit conducted, in compliance with 2 CFR 200, Subpart F – Audit Requirements, as applicable. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. **Contractors** who receive \$25,000 or more in funding from the City, and do not fall under 2 CFR 200, Subpart F, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. 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.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the **Contractor** and descriptive title.
28. Conflict of Interest: No member, officer, or employee of the **Contractor**, or any other person who exercises any functions or responsibilities with respect to the programs of the **Contractor** during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The **Contractor** shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.
29. Compliance with Laws: 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.
30. Assignability: The **Contractor** shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:

- A. If, through any cause, the **Contractor** shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the **Contractor** shall violate any of the covenants, agreements, or stipulations of this Agreement, including all Exhibits thereto, the City shall thereupon have the right to terminate this Agreement by giving written notice to the **Contractor** of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. 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 its property, and the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, 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.
32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days' notice in writing to the **Contractor**. If the **Contractor** is terminated by the City as provided herein, the **Contractor** will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the **Contractor** covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the **Contractor**, the preceding Section hereof relative to termination shall apply.
33. 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; floods; 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.
34. 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.

35. Enforcement: The **Contractor** agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
38. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
39. No Third Party Beneficiaries: Nothing in this Agreement shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this Agreement.
40. Ethics and Campaign Practices: The **Contractor** agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the **Contractor's** custody, are germane to an investigation authorized by the Board and are requested by the Board. The **Contractor** further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The **Contractor** agrees to require that all subcontractors or sub-consultants employed by the **Contractor** for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The **Contractor** and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.
41. Approval Required: This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.
42. Electronic Signatures: 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 the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: _____

Approved By: _____

Date: _____

Name: _____

Title: _____

CITY OF ALBUQUERQUE:

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____

Sample Contract

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 _____, ("Contractor").

RECITALS

WHEREAS, the City issued a Request For Proposals for the _____ Department, RFP-_____, titled " _____", which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated _____, in response to P _____, which Proposal is Exhibit B to this Agreement; and

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

Provide [Insert brief description of services in lowercase lettering], in accordance with Exhibit A as supplemented by Exhibit B. To the extent the Exhibits conflict with this Agreement, the terms of this Agreement shall govern.

2. Time of Performance. Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed _____.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of _____, 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.

B. Method of Payment. Such amount shall be payable at the rate of _____ and No/100 Dollars (\$ _____) per hour, which rate includes any applicable gross receipt tax. Payments shall be made to the Contractor monthly for completed Services upon the

City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** 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. **Independent Contractor.** 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.

5. **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.

6. Indemnity. 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.

7. Insurance. 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. 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.

8. Discrimination Prohibited, Civil Rights Compliance. 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.

9. ADA Compliance. 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.

10. Conflict of Interest. 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.

11. **Interest of Contractor.** 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.

12. **No Collusion.** 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.

13. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** 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.

14. **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.

15. **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.

16. **Public Records.** 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.

17. **Establishment and Maintenance of Records.** 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.

18. Audits and Inspections. At any time during normal business hours and as often 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.

19. 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.

20. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. 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.

22. Assignability. 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.

23. 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.

24. Termination for Convenience of City. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Electronic Signatures. 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.

31. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.



City of Albuquerque
Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum Date: December 12, 2025

TO: Samantha Sengel,

FROM: Ellen Braden, Acting Director, Health Housing and Homelessness Department DS
EB

SUBJECT: Memo of Award –
Grant Application Number: GA-2025-706-HHH-GB
Grant Application Name: Name: Capital and Services in Support of the Opioid Use Settlement Agreement

The Department of Finance and Administrative Services, Purchasing Division, issued the Capital and Services in Support of the Opioid Use Settlement Agreement grant solicitation in conjunction with the Health Housing and Homelessness Department (HHH) and Department of Municipal Development (DMD), and composed a Grant Application for Capital and Services in Support of the Opioid Use Settlement Agreement.

The solicitation was posted on the Purchasing website. A total of six (6) responses were received for evaluation, with one vendor deemed non-responsive.

The Ad Hoc Evaluation Committee, comprised of personnel from DMD, HHH and Bernalillo County, evaluated and scored the responses in accordance with the evaluation criteria published in the Grant Application and recommends awarding a contract to the following Applicants:

- NM Veterans Integration Centers
- Endorphin Power Company
- Serenity Mesa

As the HHH Acting Director, I concur with this recommendation. Listed below are the scores for the areas (either construction, services or both) that were applied for in each proposal, with the dollar amount, if any, recommended for award, contingent upon acceptance by the agencies:

ENTITY NAME	REQUEST	SCORE	RECOMMENDATION FOR AWARD	DOLLAR RECOMMENDED FOR CONTRACTING
NM Veterans Integration Centers	Construction: N/A Services: \$1,500,000.00	Construction: N/A Services: 821.25/1100	Construction: N/A Services: Recommended for award	Construction: N/A Services: \$1,500,000.00
Endorphin Power Company	Construction: \$6,964,046.17	Construction: 795/1100	Construction: Recommended for Award	Construction: \$6,964,046.00

	Services: N/A	Services: N/A	Services: N/A	Services: N/A
Serenity Mesa	Construction: \$1,570,863.06 Services: \$235,630.00	Construction: 745/1100 Services: 695.63/1100	Construction: Recommended for Award Services: Not recommended for award	Construction: \$1,535,954.00 Services: \$0
Health Equity Council	Construction: N/A Services: \$300,000	Construction: N/A Services: 549.38/1100	Construction: N/A Services: Not recommended for award	Construction: N/A Services: \$0
Wellness Equity Alliance	Construction: N/A Services: \$808,000	Construction: N/A Services: 421.88/1100	Construction: N/A Services: Not recommended for award	Construction: N/A Services: \$0
Total Amount Recommended for Award				\$10,000,000

The Department managing these contracts is Health Housing and Homelessness, with the assistance of the Department of Municipal Development.

Approved:

DocuSigned by:



BC2424C09B3741A

Samantha Sengel, EdD
Chief Administrative Officer

1/6/2026 | 11:56 AM MST

Date

CITY OF ALBUQUERQUE

Department of Finance and Administrative Services



New Mexico Veterans Integration Centers
Attn: Brock Wolff, Chief Executive Officer
2701 Mulberry St. SE
Albuquerque, NM 87106

Dear Applicant,

The City of Albuquerque extends its sincere appreciation for your submission to the GA-2025-706-HHH-GB Capital and Services in Support of the Opioid Use Settlement Agreement funding opportunity. We recognize the significant time, effort, and dedication required to pursue additional resources for your organization, and we greatly value the critical work you provide within our community.

After a thorough and thoughtful review of all applications received, we are pleased to inform you that your proposal has been selected for funding in this grant cycle for \$1,500,000.00. Your commitment to supporting individuals and families impacted by the opioid crisis aligns strongly with the City's priorities and the goals of this initiative.

We truly appreciate your interest in partnering with the City of Albuquerque, and we look forward to collaborating with your organization as we work together to strengthen and serve our community.

Thank you once again for your dedication, your service, and your continued efforts toward meaningful community impact.

Sincerely,

A handwritten signature in cursive script that reads 'Gerrie J. Becker'.

Gerrie J. Becker
Procurement Administrator

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification

Organization Name Veterans Integration Centers (VIC)
Address 2701 Mulberry Street SE, Albuquerque, NM 87106
Nature of Organization Non-profit Corporation (501c3)
Subcontractors Identified N/A
Authorized Signatory Name Brock Wolff, Chief Executive Officer
Authorized Signatory Email Brock.wolff@nmvic.us
Authorized Signatory Phone 505-296-0800

Compliance Statements

- **Compliance with Laws:** The Veterans Integration Centers affirms its compliance with all stated laws, including Civil Rights, the Americans with Disabilities Act (ADA), and all relevant federal, state, and local regulations.
- **Required Contract Terms:** VIC agrees to the Required Contract Terms as stated in the RFP. Any minor exceptions will be detailed in a separate upload referencing Section 1.11 of the RFP.
- **Receipt of Addenda:** Veterans Integration Centers acknowledges receipt of all Addenda issued under this RFP.
- **Insurance Ability:** The Veterans Integration Centers has the ability to carry all specified insurance coverages required for the execution of the contract and will provide documentation upon request.

Authorized Signature: _____

Brock Wolff 10/18/25

Section 2.1.2: Experience

2.1.2.1 Current Experience

Veterans Integration Centers (VIC) brings over a decade of specialized experience in serving New Mexico's veteran population, with a mission rooted in addressing homelessness, behavioral health challenges, and reintegration barriers. As a 501(c)(3) non-profit organization, VIC has developed and sustained a robust infrastructure for delivering trauma-informed, wraparound services to veterans and their families.

VIC currently operates the Grant and Per Diem (GPD) program in partnership with the U.S. Department of Veterans Affairs (VA), providing transitional housing, intensive case management, and behavioral health support to veterans experiencing homelessness. This program exemplifies VIC's capacity to manage federally funded initiatives, maintain compliance with complex regulatory frameworks, and deliver high-impact services to high-risk populations.

VIC's core competencies include:

- Trauma-Informed Care and evidence-based behavioral health practices
- Intensive Case Management for individuals with co-occurring disorders
- Cross-System Coordination with federal, state, and community agencies
- Culturally Competent Service Delivery tailored to veteran-specific needs

Individual Experience: Key personnel assigned to this project include licensed professionals with extensive experience in behavioral health, substance use disorder (SUD) treatment, and veteran services. Resumes for the following individuals are submitted separately:

- Licensed Clinical Director – Oversees clinical programming, supervises staff, and ensures fidelity to trauma-informed and evidence-based practices.
- Licensed Counselor (Substance Abuse Specialty) – Provides direct therapeutic services, including individual and group counseling, with a focus on veterans experiencing SUD and co-occurring mental health conditions.

These individuals have demonstrated success in working with vulnerable populations, managing complex caseloads, and navigating multi-agency service environments.

Subcontractor Experience: VIC has engaged with contracted alternative therapy providers as subcontractors, selected based on service needs and client preferences. These providers may include licensed practitioners in art therapy, equine therapy, and other holistic modalities. All subcontractors will be vetted for experience in serving veteran populations and will be required to comply with VIC's standards for service delivery and reporting.

Experience with Municipal and Government Entities: VIC maintains long-standing partnerships with multiple government agencies, including:

- U.S. Department of Veterans Affairs (VA)
- State of New Mexico Department of Health
- Health Care Authority
- Bernalillo County Behavioral Health Services
- City of Albuquerque

These relationships reflect VIC's proven ability to collaborate with public entities, meet rigorous compliance standards, and deliver measurable outcomes. If applicable, verification of existing partnerships with the City of Albuquerque or Bernalillo County will be submitted as part of this proposal.

2.1.2.2 Past Experience

The Veterans Integration Centers (VIC) has successfully completed numerous projects of similar scope and size to the one proposed, specifically involving the management of federal and state funding, operation of multi-service centers, and provision of intensive support for vulnerable populations. The following three (3) completed projects demonstrate VIC's capacity and relevant experience.

Project Title	Client/Work Performed For	Year Completed	Key Similarities to Current Scope	Reference Provided
Transitional Housing	U.S. Department of Veterans Affairs (VA) - Grant Per Diem (GPD)	Since 2005 (Program Ongoing)	Managed intensive, federally-funded transitional housing and case management for homeless veterans; achieved high rates of successful permanent housing placement.	Attached Letter of Reference
Supportive Services for Veteran Families (SSVF)	U.S. Department of Veterans Affairs (VA)	Since 2005 (Program Ongoing)	Delivered rapid re-housing and homelessness prevention services, including intensive financial assistance and clinical support coordination, demonstrating effective federal grant management and outcome-driven service delivery.	Attached Letter of Reference
Comprehensive Veteran Wellness Programming Initiative	Bernalillo County Behavioral Health Authority	2020 (Program Ongoing)	Managed a county-funded program providing holistic services, including art therapy and peer support, for veterans with co-occurring PTSD and Mental Health (MH) issues in a community setting.	Attached Letter of Reference

Project Title	Client/Work Performed For	Year Completed	Key Similarities to Current Scope	Reference Provided
Recovery Support Services, Peer Support and Community Wellness	Health Care Authority	2020 (Program Ongoing)	Managed a state-funded program addressing critical issues like PTSD, depression, anxiety, substance use, and reintegration challenges, along with a focus on behavioral health wellness	Attached Letter of Reference

Relevant Experience with Other Municipalities or Government Entities: VIC has extensive experience and a proven track record of effective collaboration and program execution with various government entities. Our key clients and partners include:

- **Federal Entities:** U.S. Department of Veterans Affairs (VA) for GPD and Supportive Services for Veteran Families (SSVF) programs.
- **State Entities:** State of New Mexico Department of Health, Healthcare Authority demonstrating the ability to meet state-level reporting and service standards.
- **Government Contracting:** Partnership with a Private Contractor for the VA Community Care Network, providing outreach and non-traditional access to care for veterans in rural and underserved areas.

Experience with Opioid and Co-Occurring SUD/MH Services: The proposed Comprehensive Veteran Wellness Center is a strategic expansion of VIC's existing trauma-informed support model to provide dedicated, integrated clinical services for Substance Use Disorder (SUD) and Mental Health (MH) issues, which are directly related to Opioid Use Disorder (OUD) in the veteran population.

Prior SUD/MH Co-Occurring Services: While VIC is expanding to provide dedicated, on-site, licensed SUD treatment, we have significant foundational experience:

- **Co-Occurring Disorder Support:** VIC's trauma-informed GPD and supportive services models have consistently engaged veterans with co-occurring PTSD/trauma and SUD. Our programs have utilized peer-led recovery support and general substance use counseling referrals.
 - **Quantitative Outcome Data:** Prior program data demonstrates high engagement in behavioral health services:
 - **85%** of veterans in VIC's transitional housing program engaged in behavioral health services.
 - **70% reduction** in emergency room visits among program participants, indicating successful connection to routine, non-emergent care for underlying health issues, including behavioral health.

Initiating Comprehensive Opioid Services with the Proposed Program: The Comprehensive Veteran Wellness Center is structured to immediately and effectively begin providing comprehensive SUD/ODU services by integrating evidence-based clinical and recovery support protocols:

- **Clinical Staffing:** The staffing model includes a Licensed Counselor with Substance Abuse Specialty (1.0 FTE) to provide dedicated, on-site SUD treatment, including evidence-based protocols such as Motivational Interviewing and Seeking Safety (designed specifically for co-occurring trauma and substance use).
- **Medication-Assisted Treatment (MAT) Linkage:** A Registered Nurse and Care Coordination staff will ensure direct provision of SUD counseling and connection to MAT providers, addressing the most critical clinical need for OUD.
- **Harm Reduction and Prevention:** The program will include Naloxone Access Expansion and early intervention strategies focused on substance use prevention and harm reduction.
- **Peer Support:** A Peer Support Specialist will provide immediate, non-clinical engagement and support for veterans in early recovery, a key component of sustained sobriety.

Since the VIC is *expanding* its model to integrate these specific clinical services on-site, current quantitative outcome data for dedicated opioid services is not available. The agency will provide outcome data for the proposed program by implementing a rigorous data collection and quality improvement process based on the following:

- **Behavioral Health Assessments:** The Clinical Director will oversee behavioral health assessments, and the Registered Nurse will conduct health screenings.
- **Comprehensive Screening:** The **Zero Suicide Prevention Program** will implement **universal screening protocols**, which will include screening for co-occurring SUD/MH issues.
- **Targeted Metrics:** The program will track outcomes related to:
 - Improved access to behavioral health services for veterans.
 - Reduced fragmentation of care for veterans with complex needs.
 - Identification and support for veterans at risk of suicide.
 - Success in connecting clients to VA benefits and services through the **Technology-Enhanced Support** component.
 - Post-discharge follow-up for high-risk individuals.
- **Ongoing Evaluation:** The program includes a timeline for evaluating initial outcomes and refining the approach (Months 7–12) and a complete program evaluation (Months 22–24)

Future Quantitative Outcome Data Provision: Since this program represents a deliberate expansion into dedicated, on-site clinical SUD/ODU treatment, VIC will implement a rigorous data collection and Quality Improvement (QI) process to generate outcome data for the proposed program. This will track progress toward both individual recovery and program effectiveness:

Data Metric	Collection Method/Frequency	Relevance to OUD/SUD
Percentage of clients screened for SUD/MH	Monthly aggregation of initial assessment data (Universal Screening Protocol)	Measures access and comprehensive early identification.
Client self-report on changes in substance use	Baseline and exit assessment (using standardized scales like DAST-10)	Direct measure of treatment efficacy and reduction in substance use.
Successful connection rate to MAT or detoxification services	Monthly tracking by Registered Nurse and Care Coordination	Measures program effectiveness in addressing the clinical needs of OUD.
Client engagement in evidence-based SUD/MH group/individual therapy	Monthly tracking of service utilization logs	Measures fidelity to the clinical model and client participation.
Percentage of high-risk clients (SUD/suicide) completing Safety Plans	Monthly review of clinical file documentation (Zero Suicide protocols)	Measures risk mitigation and integration of co-occurring services.

2.1.3: Proposed Approach to Tasks

The Veterans Integration Centers (VIC) proposes a five-year, Data-Informed, Phase-Based Implementation of an on-site Comprehensive Veteran Wellness Center. Our approach is designed to eliminate fragmentation of care for veterans by integrating clinical treatment, recovery support, and prevention services directly at the VIC campus. The project is structured into two service categories, closely mirroring the recommended funding distribution: Recovery Services (55% of Budget) and Service for Prevention (45% of Budget), directly addressing the full continuum of care for opioid and co-occurring Substance Use Disorder/Mental Health (SUD/MH) issues.

Project Approach and Execution of Key Tasks

Key Task/Service Component	Approach to Task Completion	Performing Individual(s)/Firm(s)	Estimated Annual Hours Dedicated
Enhanced Clinical Core (SUD/MH Treatment)	Deliver evidence-based treatment, including Motivational Interviewing (MI) and Seeking Safety protocols, for co-occurring trauma and SUD.	Licensed Counselor with SUD Specialty (1.0 FTE), Licensed Clinical Director	3,320 (Combined)

Key Task/Service Component	Approach to Task Completion	Performing Individual(s)/Firm(s)	Estimated Annual Hours Dedicated
Zero Suicide Prevention Program	Implement universal screening for SUD/MH risk, immediate safety planning, and warm handoffs, integrating suicide prevention into all clinical assessments.	Licensed Clinical Director, Registered Nurse, All Direct Service Staff	1,872 (Director/RN Assessment)
Integrated Care Coordination & RN Assessments	Conduct health assessments, assist with medication management, and serve as the hub for Medication-Assisted Treatment (MAT) access through external VA/community providers.	Registered Nurse (1.0 FTE), Licensed Clinical Director	2,080
Peer Support & Recovery Group Facilitation	Extend recovery support and engagement to evenings/weekends, facilitate peer-led groups, and utilize lived experience to build trust and long-term recovery commitment.	Peer Support Specialist (1.0 FTE)	2,080
Alternative Healing/Trauma-Informed Care	Provide holistic services like Art Therapy and mindfulness to address underlying trauma (PTSD) that often co-occurs with SUD/OD.	Art Therapist (1.0 FTE), Art Therapy Assistant	4,160 (Combined)
Technology-Enhanced Support & Telehealth Setup	Establish secure systems for telehealth access to distant clinical specialists and provide digital literacy training to veterans for accessing VA benefits.	IT Support Specialist (1.0 FTE)	2,080
Expanded Outreach & Community Engagement	Proactively engage disconnected veterans and their families, providing initial connection to prevention and	Outreach Specialist (1.0 FTE)	2,080

Key Task/Service Component	Approach to Task Completion	Performing Individual(s)/Firm(s)	Estimated Annual Hours Dedicated
	recovery resources and building community partnerships.		

Opioid Funds Alignment and Required Uses: The project fully aligns with the New Mexico Opioid Allocation Agreement and LGCC funding categories, ensuring Opioid Settlement Funds are used efficiently to address SUD/ODU in the high-risk veteran population.

LGCC Funding Category Supported	Alignment with VIC Proposed Approach
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Community-Based Treatment Access and Quality	The Enhanced Clinical Core provides evidence-based SUD treatment on-site, eliminating transportation and access barriers.
Peer Support Expansion	Funding fully supports a Peer Support Specialist to deliver non-clinical engagement and recovery support.
Comprehensive Education and Prevention	Service for Prevention (45% of budget) provides Substance Use Prevention and community workshops to build resilience and coping skills.
Naloxone Access Expansion	Integrated Care Coordination includes harm reduction protocols and direct access/training for Naloxone administration.
Mobile Crisis Response Services	Expanded Outreach and Peer-Led Engagement functions as a non-traditional mobile engagement point, connecting high-risk veterans to the Zero Suicide protocols.
Recovery Housing/Supportive Services	Services are delivered within VIC's existing Grant Per Diem (GPD) transitional housing program, integrating care where the need is greatest.

- 1. Proposed Project Schedule and Ability to Deliver:** VIC is positioned to deliver this project within the proposed schedule due to its established \$15 million campus infrastructure, existing federal/state grant management experience, and a dedicated, pre-identified clinical leadership team ready for rapid mobilization.

Proposed Project Schedule (Five-Year Critical Dates)

Phase	Timeline	Critical Dates/Focus	Evaluation Committee Rationale
Phase 1: Mobilization & Launch	Months 1–6 (Year 1)	Hire all staff, complete all Zero Suicide training, develop external partnership MOUs (MAT providers), and begin direct services/outreach (Month 4). Implement technology for telehealth access.	<u>Highly Reasonable</u> : Front-loaded focus on infrastructure utilizes existing facility for rapid service commencement.
Phase 2: Evaluation & Capacity Building	Months 7–18 (Year 1 & 2)	Conduct initial outcomes evaluation (Month 7–12) and refine service protocols. Stabilize service delivery and increase client capacity based on data.	<u>Critical</u> : Ensures data-informed quality improvement and appropriate resource allocation.
Phase 3: Financial Integration & Sustainability	Months 19–30 (Year 2 & 3)	Develop and implement a comprehensive sustainability plan, including preparing the agency for Medicaid billing capacity and securing initial contracts for reimbursable services.	<u>Critical</u> : Focuses on mitigating reliance on grant funds by establishing recurring clinical revenue.
Phase 4: Expansion & Full Integration	Months 31–48 (Year 3 & 4)	Expand services based on data (e.g., dedicated family support). Achieve 75% financial self-sufficiency for clinical core services through billing/alternative funding.	<u>Demonstrates Long-Term Vision</u> : Shows measurable progress toward financial independence and program growth.
Phase 5: Program Maturation & Transition	Months 49–60 (Year 5)	Conduct final, comprehensive program evaluation. Achieve 100% financial sustainability for key clinical personnel through billing/contract revenue, ensuring the program's permanence.	<u>Reasonable</u> : Provides sufficient runway to ensure a successful transition and program legacy.

2. Permitting and Construction Information

- Permitting: Since this is a service proposal within an existing facility, no construction permits are required. The primary permitting task is internal operational licensure and credentialing (e.g., clinical licenses for the Counselor and Director). The Clinical Director will ensure all required clinical permits and certifications are obtained prior to service delivery in Phase 3.
- Construction Proposals Only: This section is Not Applicable (N/A). VIC is utilizing its existing \$15 million campus, eliminating construction costs, design phase complexity, and the risk of grant overages.

2.1.4: Project Staffing

2.1.4.1: Brief description supporting proposed role: VIC's Comprehensive Veteran Wellness Center is staffed by a dedicated, multidisciplinary team of eight (8) full-time equivalent (FTE) key personnel, ensuring the delivery of integrated, high-quality SUD/MH services. This proposed staffing model is designed to eliminate the common fragmentation of care experienced by veterans.

Personnel Role	FTE	Education/Certification/Experience Summary	Core Role in Proposed Project
Licensed Clinical Director	1.0	LCSW, 15+ years in clinical supervision, trauma, and behavioral health management.	Overall clinical oversight; program quality assurance; direct management of the Zero Suicide Prevention Program.
Licensed Counselor w/ SUD Specialty	1.0	LPCC with SUD Certification, 5+ years providing evidence-based SUD/MH counseling.	Direct provision of evidence-based SUD/MH counseling (e.g., Seeking Safety, Motivational Interviewing).
Registered Nurse (RN)	1.0	RN, 10+ years experience, significant background in veteran/community health care.	Health screenings, medication management assistance, and medical-side care coordination for MAT access and VA integration.
Peer Support Specialist	1.0	Certified Peer Support Specialist, leveraging significant lived experience in recovery.	Facilitating Peer-Led Community; extending support to evenings/weekends; engaging distrustful veterans in long-term recovery.
Art Therapist	1.0	Licensed Art Therapist, expertise in trauma-informed creative expression.	Delivering alternative healing modalities for trauma (PTSD) and co-occurring MH/SUD issues.
Outreach Specialist	1.0	5+ years experience in field-based outreach and community partnership development.	Actively engaging disconnected veterans; conducting community outreach; building awareness for prevention services.

Personnel Role	FTE	Education/Certification/Experience Summary	Core Role in Proposed Project
IT Support Specialist	1.0	5+ years experience in network/telehealth system development and user support.	Developing systems for telehealth and providing direct technology assistance for digital literacy and virtual appointments.

2.4.1.2: Team Collaboration on Projects of Similar Magnitude: Key personnel at VIC possess a substantial history of working together on projects of similar or greater magnitude, ensuring an established and effective team dynamic.

- Integrated Federal Program Management: Many of the Clinical, Nursing, and administrative team members have collaborated extensively on VIC's high-stakes, federally-funded programs, including the Grant Per Diem (GPD) Transitional Housing and Supportive Services for Veteran Families (SSVF) initiatives. These projects required coordinated, non-fragmented care across housing, mental health, and financial assistance, a direct precursor to the integrated approach needed for the Comprehensive Veteran Wellness Center.
- Seamless Care Model: The project structure mandates daily integration through required daily staff huddles where the Clinical Director, RN, Counselor, and Peer Specialist will review incoming referrals, crisis response, and unified treatment plans for veterans across the SUD/MH spectrum.
- Integrated Assessment & Crisis Response: The collaboration between the Registered Nurse (for health screenings), the Clinical Director (for behavioral assessments), and the Peer Support Specialist is foundational, ensuring a unified approach to integrated crisis response including suicide risk screening and safety planning.

Contractor's and Subcontractor's Participation in Skill Training: VIC is committed to continuous professional development, ensuring all staff are trained in the most current, evidence-based practices for OUD/SUD and co-occurring disorder treatment.

Training Focus	Personnel Scope	Relevance to Opioid/SUD Services
Zero Suicide Prevention Framework	All Project Staff	Mandatory training in universal risk screening, safety planning, and crisis intervention, critical for a population with high co-occurring SUD/suicide risk.
Evidence-Based Treatment Models	Clinical Team (Director, Counselor)	Specialized training in Seeking Safety (co-occurring trauma/SUD), Motivational Interviewing (MI), Cognitive Processing Therapy (CPT), and Acceptance and Commitment Therapy (ACT).
Harm Reduction/Naloxone Access	RN and Peer Support Specialist	Training in overdose prevention and the implementation of Naloxone access and education protocols.

2.4.1.3 Reliable Staffing Sources/Project Staffing: VIC maintains a proactive and reliable staffing pipeline designed to mitigate personnel turnover risk and ensure the continuous delivery of services throughout the project duration.

- Established Recruitment Networks: VIC leverages its strong professional standing within the veteran service organization (VSO) community and the local behavioral health sector. We have established partnerships with local universities for practicum placements and recruitment, ensuring a steady source of highly-trained clinical candidates.
- Sustainable Staffing: The use of a Peer Support Specialist ensures a sustainable and relatable resource, leveraging individuals with lived experience who often display higher retention rates due to their personal mission alignment.
- Retention Strategies: VIC fosters a positive, mission-driven work environment, offering competitive compensation, comprehensive benefits, and dedicated time for the skill training noted above, all critical components of talent retention.
- Contingency Planning: The Licensed Clinical Director is an experienced supervisor who can temporarily absorb or manage the duties of the Licensed Counselor if a vacancy occurs, while VIC utilizes its recruitment pipeline for rapid replacement.

2.1.5: Management Summary

The Veterans Integration Centers (VIC) proposes a highly organized and data-driven management approach for the Comprehensive Veteran Wellness Center. Our strategy leverages VIC's established \$15 million infrastructure and proven federal grant management expertise to ensure the project is executed efficiently within cost, schedule, and quality parameters.

Resources Drawn from to Complete Tasks: The project draws on the following resources to ensure task completion within all constraints:

- Physical Infrastructure: The \$15 Million VIC Campus provides dedicated, secure, and established spaces for all clinical counseling, group therapy, and alternative healing activities, eliminating construction requirements and reducing startup time.
- Financial/Administrative: VIC's established Finance Department and proven history of successful federal grant administration (GPD, SSVF) provide the necessary infrastructure for robust fiscal management and transparent reporting to the City.
- Clinical Protocol: The Zero Suicide Prevention Program and the pre-vetted Evidence-Based Treatment Menu (Seeking Safety, MI) serve as the high-quality, technical blueprints for clinical task execution.
- Existing Infrastructure: Leveraging VIC's established VA Grant Per Diem (GPD) framework provides immediate access to the target population (homeless veterans) and an existing mechanism for case management and coordination.

2.1.5.1 Management Team and Organizational Chart: The project utilizes a flat, multidisciplinary structure promoting integrated care and rapid communication, while maintaining clear lines of administrative and clinical authority.

Line of Authority	Key Management Role	Core Responsibility
CEO & COO (Administrative/Fiscal Oversight)	Clinical Director (LCSW)	Overall Clinical Oversight; Program Quality Assurance; Direct Management of the Zero Suicide Prevention Program; Team Supervision.
Clinical Director	Licensed Counselor w/ SUD Specialty	Direct provision of evidence-based SUD/MH counseling (Seeking Safety, MI).
Clinical Director	Registered Nurse (RN)	Health Screenings; Medication Management Assistance; MAT Coordination.
Clinical Director	Peer Support Specialist & Outreach Specialist	Client engagement; Community integration; Peer-Led Recovery Group facilitation.
Clinical Director	Art Therapist & Art Therapy Assistant	Implementation of trauma-informed alternative healing modalities.
CEO/COO (Administrative/Fiscal Oversight)	IT Support Specialist	Technology infrastructure; Telehealth systems; Digital literacy support.

Subcontractor Selection and Management: No construction subcontractors are required, as this is a service proposal. The primary subcontractors may be alternative therapy providers (e.g., specialized yoga, mindfulness, or equine therapy) hired to expand the clinical treatment menu, supporting culturally competent and holistic care.

- **Selection:** Subcontractors are selected based on their specific professional certification, documented experience working with veteran populations, and confirmed alignment with VIC's trauma-informed care principles.
- **Management:** They will report directly to the Clinical Director, ensuring their services are fully integrated into veterans' Individualized Treatment Plans (ITPs). The Clinical Director will manage quality by conducting monthly reviews of service logs, client outcomes, and satisfaction feedback.

Interface with the City of Albuquerque Staff and Resources: VIC is committed to being a strong partner to the City of Albuquerque (COA) for veteran and homeless services.

- Primary Interface: The Outreach Specialist will serve as the primary liaison with COA homeless service staff, including Police/Fire Department community service teams (e.g., CIT/REACH). This role is critical for ensuring smooth and appropriate referral pathways for veterans encountered by City staff.
- Resource Leveraging: VIC will leverage its new \$15 million campus as a community asset, making it available to host City-sponsored training, workshops, and learning collaboratives for local service providers. This partnership extends the City's impact and expertise across the service continuum.

2.1.5.2 Technical Approach to Execution: VIC’s technical approach is a Data-Informed, Phase-Based Implementation focused on meeting all cost, schedule, and quality objectives.

Goal Area	Years 1–2 Focus (Stabilization)	Years 3–5 Focus (Sustainability & Maturation)
Cost Control	<u>Budgetary Adherence:</u> Strict monthly monitoring against the mandated 55% Recovery / 45% Prevention allocations, managed by VIC's Finance Department. Use of existing \$15M facility minimizes startup overhead.	<u>Revenue Generation:</u> Transition the cost burden of the core clinical staff (Director, Counselor) to Medicaid/insurance billing. Diversify funding sources to ensure long-term program continuation.
Schedule	<u>Critical Path Monitoring:</u> Weekly schedule reviews prioritizing Zero Suicide training (Month 3) and service launch (Month 4). This front-loaded focus on infrastructure prevents subsequent delays.	<u>Sustainability Timeline:</u> Focus on achieving critical deadlines for Medicaid certification (Months 16–18) and meeting revenue targets, securing continuity of care.
Quality Goals	<u>Implementation Fidelity:</u> Measuring the adherence of staff to Evidence-Based Treatment protocols (Seeking Safety, MI) and the Zero Suicide Prevention Framework. Track initial quantitative outcome data on screening and safety planning.	<u>Outcome-Driven Adaptation:</u> Utilizing longitudinal outcome data for formal, continuous quality improvement (CQI). Pursue external accreditation to validate clinical quality standards.

2.1.6: Safety Plan (Construction Projects Only): This section is not applicable (N/A). This proposal is for **Opioid Services**.

2.1.7: General Contractor Statement of Qualifications (Construction Projects Only): This section is not applicable (N/A). This proposal is for Opioid Services.

- **Appendix C:** Not applicable to this service proposal.

2.1.8: Letter of Submittal

October 14, 2025

To: The City of Albuquerque

Subject: Proposal for Opioid Settlement Funds Grant – Comprehensive Veteran Wellness Center

The Veterans Integration Centers (VIC) is pleased to submit this proposal for the implementation and operation of the **Comprehensive Veteran Wellness Center**, designed to address the co-occurring Substance Use Disorder (SUD), Opioid Use Disorder (OUD), and Mental Health (MH) needs of veterans and their families. This project fully aligns with the required uses of the New Mexico Opioid Allocation Agreement.

Required Acknowledgments and Certifications

2.1.8.1 Authorized Signatory: I, Brock Wolff, as the Chief Executive Officer of the Veterans Integration Centers, certify that I am authorized to execute any contract resulting from this Grant Process.

2.1.8.2 Joint Proposal Disclosure: This is **not** a joint proposal. The Veterans Integration Centers is the sole entity submitting this proposal and will be responsible for 100% of the work/services to be executed based on the dollar amount of the fee proposed in the Cost Proposal.

2.1.8.3 Acceptance of Conditions and Truthfulness of Information: VIC acknowledges and accepts all conditions that govern this procurement and the Grant Process. We affirm that all information provided in this proposal is truthful, accurate, and complete, and that the Veterans Integration Centers is legally bound by all information, data, certifications, disclosures, and attachments submitted herein.

all information provided in this proposal is truthful, accurate, and complete, and that the Veterans Integration Centers is legally bound by all information, data, certifications, disclosures, and attachments submitted herein.

2.1.8.4 Acknowledgment of Disqualification Warning: VIC acknowledges that the omission of any material fact concerning requested information, or the submission of any false, misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of this proposal as “non-responsive.”

2.1.8.5 Owner's Right to Determine Responsibility: VIC acknowledges that the City/County has the right to obtain relevant information from other sources, including references (provided in Section 2.1.2.2), to determine whether the Offeror is a “responsible” entity capable of performing the resulting contract.

2.1.8.6 Incorporation of Documents into Contract: VIC acknowledges that, if awarded the contract, the Grant Process documents, all terms and conditions stated therein, and all information, data, certifications, disclosures, and addenda contained in this proposal shall be incorporated as part of the resulting Contract.

2.1.8.7 Certification of Organizational Capability: The Veterans Integration Centers hereby certifies that it possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources, and other required capabilities, including the \$15 million campus infrastructure and proven federal grant administration systems, to successfully perform the contract as described in the Scope of Services. Any specialized capabilities will be achieved through our pre-listed subcontractors (Alternative Therapy Providers), managed under the Clinical Director.

The Veterans Integration Centers is prepared to mobilize immediately upon notice of award and is fully committed to delivering a high-quality, sustainable program that provides critical recovery and prevention services to the veteran community.

Sincerely,



Brock Wolff, Chief Executive Officer,
Veterans Integration Centers (VIC)
October 14, 2025

2.1.9 Sustainability

VIC’s sustainability plan is a robust, five-year strategy designed to transition the Comprehensive Veteran Wellness Center from grant reliance to a financially self-sustaining, Medicaid-reimbursable model. This transition ensures the program supports long-term community resilience and drives systemic change in veteran care well beyond the life of the Opioid Settlement Fund contract.

Systemic Change and Community Resilience: The VIC program supports long-term systemic change in three key areas:

1. Integrated Care Model: VIC permanently changes the system of care by establishing a replicable model that successfully integrates housing (GPD), clinical SUD/MH treatment, and recovery support on a single campus. This eliminates the prevalent fragmentation of care, demonstrating to state and federal partners (VA, Medicaid) that this integrated approach is the most effective and cost-efficient for veterans with complex co-occurring disorders.
2. Zero Suicide/SUD Protocol: We are institutionalizing the Zero Suicide Prevention Framework and evidence-based SUD protocols (Seeking Safety, MI) as the standard of care. This commitment raises the quality floor for all behavioral health services provided to veterans in the region.
3. Data-Driven Advocacy: By generating robust longitudinal outcome data (Years 3-5 focus), VIC will possess the evidence necessary to advocate for policy changes, particularly within Medicaid and the VA, to permanently fund integrated, peer-supported, trauma-informed care models.

Phased Sustainability Plan Outside of Opioid Settlement Funds: The five-year plan strategically phases out reliance on Opioid Settlement Funds for core clinical services by establishing internal revenue streams and diversifying support for non-reimbursable services.

Phase/Years Focus Area		Action Plan and Resources Drawn From	Sustainability Milestone
Years 1–2	Program Stabilization and Credentialing	<u>Action:</u> Hire core clinical staff (Director, Counselor). Engage a Clinical Billing Consultant in Year 2 to begin the credentialing and contracting process with Centennial Care (Medicaid) and private insurers.	All Licensed Clinical Staff are fully credentialed and beginning to submit bills for services rendered.
		<u>Action:</u> Allocate grant funds to cover the ramp-up time for billing infrastructure (software, staff training). Increase caseload and billable hours for the Licensed Counselor and Clinical Director.	
Years 2–3	Revenue Infrastructure Build	<u>Action:</u> Aggressively pursue full-time revenue generation. Grant Diversification begins: New grant applications target specific non-reimbursable services (Peer Support, Art Therapy).	Generated revenue covers 50% of the salaries and benefits for the Licensed Clinical Director and Licensed Counselor.
Years 3–4	Financial Self-Sufficiency		<u>Revenue Target Met:</u> Generated revenue covers 100% of the salaries and benefits of the Licensed Clinical Director and Licensed Counselor, making core treatment services self-sustaining.

Phase/Years	Focus Area	Action Plan and Resources Drawn From	Sustainability Milestone
Years 4–5	Maturation and Endowment	<u>Action:</u> Repurpose Opioid Settlement funds to support non-reimbursable, high-impact services (e.g., Peer Support, Outreach, Art Therapy). Establish a dedicated Program Endowment Fund for long-term clinical continuity.	<u>Legacy Program Established:</u> The Comprehensive Veteran Wellness Center is institutionalized as a self-sustaining program within the larger VIC campus operations.

Final Written Sustainability Plan (Year 5 Requirement): In the final year of the contract award (Month 22-24), VIC will provide a comprehensive written plan to the City/County detailing the continuation of services, activities, and partnerships. This plan will include:

1. Financial Continuation: Documentation of the full transition of core clinical salaries to Medicaid and Third-Party Billing revenue, along with a three-year forecast of diversified grant/endowment support for specialized staff (Peer Support, Art Therapy).
2. Service Continuation: A commitment, formalized by the VIC Board of Directors, to maintain the Evidence-Based Treatment Menu and the Zero Suicide Prevention Program as permanent operational standards.
3. Partnership Continuation: Written MOUs with COA Homeless Services and key MAT providers, ensuring the referral and coordination systems established by the Outreach Specialist remain active and funded through general operating budgets.
4. Legacy and Research: A plan for the continued utilization of longitudinal outcome data to inform future advocacy and to secure research grants supporting ongoing program refinement.

2.1.9 Organizational Capacity

The Veterans Integration Centers (VIC) possesses robust organizational capacity and a proven administrative structure, reinforced by a strategic plan to maximize revenue through Medicaid and third-party billing, ensuring the long-term sustainability of the proposed project.

Capacity to Administer City Funds (Staff and Administrative Structure: VIC's organizational structure and administrative processes are specifically built to manage complex government funding, demonstrated by our history with federal and state contracts (VA Grant Per Diem/SSVF and other related contracts).

Administrative Component	Capacity Description	Relevance to City Fund Administration
Financial/Administrative Structure	VIC operates an established Finance Department with dedicated staff experienced in federal, state, and	Ensures transparent, compliant, and accountable use of City funds, providing

Administrative Component	Capacity Description	Relevance to City Fund Administration
	municipal grant management, including required audit trails and expense categorization (e.g., separating Recovery vs. Prevention costs).	robust audit preparedness and accurate financial reporting.
Staffing Structure and Oversight	The CEO holds ultimate fiscal and administrative authority, delegating clinical oversight to the Clinical Director (LCSW). This clear separation of financial and clinical authority mitigates risk.	Guarantees strong internal controls and adherence to the proposed budget, ensuring expenditures align with the scope of services.
Physical Infrastructure	VIC leverages its \$15 million campus which provides dedicated, secure space for the Wellness Center. This capacity eliminates facility costs and construction delays.	Ensures immediate project readiness and maximizes the percentage of City funds spent directly on veteran services and personnel.
Data and Evaluation	VIC employs rigorous quality improvement processes and IT infrastructure to track key performance indicators and quantitative outcome data (e.g., SUD screening rates, service fidelity).	Provides the City with the necessary Accountable Monitoring and Evaluation metrics to assess the project's impact on community resilience.

Capacity to Utilize Medicaid and Third-Party Insurances: VIC is committed to achieving financial self-sufficiency through clinical revenue generation, a critical step for long-term sustainability (Years 3-5).

Current Capacity and Applicable Services:

- The proposed project staff includes a Licensed Clinical Director (LCSW) and a Licensed Counselor with Substance Abuse Specialty (LPCC). These credentials make their individual and group behavioral health services legally eligible for reimbursement by Medicaid (Centennial Care) and third-party private insurers.
- The Registered Nurse (RN) is eligible to bill for specific health assessments and care coordination activities.

Plan to Become/Utilize Medicaid and Insurance Provider: VIC's plan specifically addresses the capacity gap and transitions into a self-sustaining clinical service provider:

Phase/Timeframe	Action Step	Goal and Impact on Sustainability
Years 1–2	Credentialing and Infrastructure Setup	Use grant funds to hire a Clinical Billing Consultant in Year 2. This consultant will focus on: 1) securing VIC’s agency-level Medicaid provider status and 2) credentialing the Licensed Director and Counselor individually.
Years 2–4	Revenue Maximization and Maturation	The Clinical Director and Counselor will aggressively increase billable caseloads. VIC's Finance Department will integrate clinical billing software and procedures into its core operations.

2.1.10 Program Capacity

The Veterans Integration Centers (VIC) estimates that the Comprehensive Veteran Wellness Center will serve a minimum of 350 unduplicated individuals annually through its integrated service model, which includes both Recovery Services (intensive clinical and peer support) and Service for Prevention (outreach and wellness activities)

Service Distribution Breakdown: This estimate ensures that VIC maintains the quality and fidelity required for evidence-based clinical models while simultaneously expanding the program's vital outreach and prevention impact within the veteran community. The program's capacity is based on a structured approach that maximizes the reach of the eight (8) full-time equivalent staff across two primary service categories:

Service Category	Estimated Annual Unduplicated Clients Served	Rationale
Recovery Services (55% of Budget)	100 Individuals	This includes intensive, ongoing clinical treatment (SUD/MH counseling, Zero Suicide protocols, RN Care Coordination) primarily for veterans in VIC's transitional housing (GPD) and high-risk veterans referred through City/VA partners. This requires significant dedicated staff time.
Service for Prevention (45% of Budget)	250 Individuals	This includes services like Expanded Outreach, Peer-Led Community Groups, Art Therapy, and Community-Based Prevention Workshops. These activities have a wider reach, engaging disconnected veterans and family members who may not require intensive clinical care.

Service Category	Estimated Annual Unduplicated Clients Served	Rationale
Total Unduplicated Individuals Served	350 Individuals	The total represents the combined capacity across the entire service continuum, from intensive clinical intervention to broad community wellness and prevention.

STATE OF NEW MEXICO
DEPARTMENT OF VETERANS' SERVICES



MICHELLE LUJAN GRISHAM
GOVERNOR

JAMISON A. HERRERA
CABINET SECRETARY

October 10, 2025

To Whom It May Concern,

I am writing this letter in support of the Veterans Integration Centers (VIC) and the critical services they provide to our veterans, particularly transitional housing, case management and coordination of services for those facing homelessness and related challenges.

Over the years, VIC has demonstrated an unwavering dedication to enhancing the lives of veterans through thorough, empathetic, and culturally informed support. Their programs tackle essential concerns such as behavioral health interventions, including PTSD, depression, anxiety, substance use, and reintegration obstacles, providing veterans a safe environment to heal, grow, and thrive.

I have witnessed firsthand the positive impact the VIC has made in our community. Their services not only support individual veterans but also support families and contribute to their overall health and wellness.

Their team of professionals and advocates work tirelessly to ensure that each veteran receives personalized care and access to resources that foster long-term recovery and resilience.

I wholeheartedly endorse the VIC and encourage continued support for their mission. Their work is a vital part of honoring and empowering those who have served our country.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Jamison A. Herrera".

Jamison A. Herrera
Cabinet Secretary
Department of Veterans' Services





Behavioral Health Authority

415 Silver Ave. SW,
7th Floor Albuquerque, NM
87102

Office: (505) 468-1500

behavioralhealthdivision@bernco.gov

www.bernco.gov

October 6, 2025

To Whom It May Concern,

I am writing this letter in strong support of the Veterans Integration Centers (VIC) of New Mexico and the invaluable services they provide to our veteran community, particularly in the realm of Transitional Living Services and wrap around case services.

Over the years, VIC has demonstrated an unwavering commitment to improving the lives of veterans through comprehensive, compassionate, and culturally competent care. Their behavioral health service address critical issues such as PTSD, depression, anxiety, substance use, and reintegration challenges, offering veterans a safe space to heal, grow, and thrive.

VIC's approach is holistic and veteran-centered, incorporating evidence-based practices, peer support, and wellness activities that promote mental, emotional, and social well-being. Their team of professionals and advocates work tirelessly to ensure that each veteran receives personalized care and access to resources that foster long-term recovery and resilience.

I have witnessed firsthand the positive impact VIC has made in our community. Their services not only support individual veterans but also strengthen families and contribute to the overall health of our neighborhoods. Their dedication to behavioral health wellness is both commendable and essential. I wholeheartedly endorse VIC and encourage continued support for their mission. Their work is a vital part of honoring and empowering those who have served our country.

Sincerely,

Amber Salazar

Amber Salazar, MPH
Senior Manager
Bernalillo County Behavioral Health Authority Division



Michelle Lujan Grisham, Governor
Kari Armijo, Secretary
Alex Castillo Smith, Deputy Secretary
Kathy Slater Huff, Deputy Secretary
Niki Kozlowski, Acting Deputy Secretary
Dana Flannery, Medicaid Director

Date: October 15, 2025

To Whom It May Concern,

I am writing this letter in strong support of the **Veterans Integration Centers (VIC)** and the invaluable services they provide to our veteran community, particularly in the realm of Recovery Support Services, Peer Support and Community Wellness.

Over the years, VIC has demonstrated an unwavering commitment to improving the lives of veterans through comprehensive, compassionate, and culturally competent care. Their Veterans Integration Center address critical issues such as PTSD, depression, anxiety, substance use, and reintegration challenges, offering veterans a safe space to heal, grow, and thrive.

VIC's approach is holistic and veteran-centered, incorporating evidence-based practices, peer support, and wellness activities that promote mental, emotional, and social well-being. Their team of professionals and advocates work tirelessly to ensure that each veteran receives personalized care and access to resources that foster long-term recovery and resilience.

I have witnessed firsthand the positive impact VIC has made in our community. Their services not only support individual veterans but also strengthen families and contribute to the overall health of our neighborhoods. Their dedication to behavioral health wellness is both commendable and essential.

I wholeheartedly endorse VIC and encourage continued support for their mission. Their work is a vital part of honoring and empowering those who have served our country.

Mark Garnand

Program Manager

Office of Peer Recovery and Engagement

New Mexico Health Care Authority

37 Plaza la Prensa

Santa Fe, NM 87507

Mark.Garnand@HCA.NM.gov

Cell Phone: 505-365-3573

How to use the Excel forms with formulas

Begin with APP #5. Operating expenses will populate APP #2. Agency Name and Project Title will populate other tabs.

Complete APP #2 next. Personnel expenses will populate APP #2

If adding rows, ensure formulas are not affected -- especially sums.

Detailed instructions on each form can be found on tabs.

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

1. Agency Name:	Veterans Integration Centers
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2. Project Title:	Veteran Opioid/SUD & Trauma Recovery Program
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Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages	\$ 590,000.00	\$ 590,000.00	100.00%
Payroll Taxes and Employee Benefits	\$ -	\$ -	
Total Personnel Costs	\$ 590,000.00	\$ 590,000.00	100.00%
Operating Costs - Direct			
Contractual Services	\$ 80,000.00	\$ 80,000.00	100.00%
Audit Costs	\$ 15,000.00	\$ 15,000.00	100.00%
Consumable Supplies	\$ 25,000.00	\$ 25,000.00	100.00%
Telephone	\$ 10,000.00	\$ 10,000.00	100.00%
Postage and Shipping	\$ 1,000.00	\$ 1,000.00	100.00%
Occupancy			
a. Rent	\$ -	\$ -	
b. Utilities	\$ 15,000.00	\$ 15,000.00	100.00%
c. Other	\$ 12,000.00	\$ 12,000.00	100.00%
Equipment Lease/Purchase	\$ 20,000.00	\$ 20,000.00	100.00%
Equipment Maintenance	\$ 10,000.00	\$ 10,000.00	100.00%
Printing & Publications	\$ 5,000.00	\$ 5,000.00	100.00%
Travel			
a. Local Travel	\$ 15,000.00	\$ 15,000.00	100.00%
b. Out of Town Travel	\$ -	\$ -	
Conferences, Meetings, Etc.	\$ 10,000.00	\$ 10,000.00	100.00%
Direct Assistance to Beneficiaries	\$ 457,000.00	\$ 457,000.00	100.00%
Membership Dues	\$ 5,000.00	\$ 5,000.00	100.00%
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ -	\$ -	
Fuel and Vehicle Maintenance	\$ 5,000.00	\$ 5,000.00	100.00%
Total Operating Costs	\$ 685,000.00	\$ 685,000.00	100.00%
Total Direct Costs (Personnel & Operating)	\$ 1,275,000.00	\$ 1,275,000.00	100.00%
Indirect Costs (15%; attach Rate Letter)	\$ 225,000.00	\$ 225,000.00	100.00%
TOTAL PROGRAM EXPENSES	\$ 1,500,000.00	\$ 1,500,000.00	100.00%

☐ As applicable, attach Indirect Cost Rate Letter

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
Government Revenues				
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>				
Grants from Federal Government Agencies:				
VA GPD - PD 21	\$ 818,056.81	24.7%		
SSVF Grant	\$ 889,464.00	32.9%		
Medicaid Reimbursements:		0.0%		
Other Federal Revenues:				
Subtotal Federal Agencies	\$ 1,707,520.81	51.5%	\$ -	0.0%
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>				
Grants from State Government Agencies:				
Healthcare Authority	\$ 93,750.03	3.5%		
NMCOG	\$ 80,000.00	3.0%		
NM Department of Veterans' Serv	\$ 39,999.96	1.5%		
BHSD Grant Revenue	\$ 147,620.76	5.5%		
Other State Government Revenues:				
Subtotal State Agencies	\$ 361,370.75	10.9%	\$ -	0.0%
Revenues from County Government:				
BERNCO Mental Health	\$ 16,168.41	0.5%		
Revenues from the City of Albuquerque (including this proposal or contract): <i>(On separate lines, list each City-funded project and the amount of funding)</i>				
				0.0%
CoC Rapid Rehousing for Fiscal Year 2026	\$ 614,587.95	18.5%		0.0%
Opioid Settlement Funds			\$ 1,500,000.00	100.0%
Other Municipal Government Revenues:				
Subtotal Local Government	\$ 630,756.36	19.0%	\$ 1,500,000.00	100.0%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$ 2,699,647.92	81.4%	\$ 1,500,000.00	100.0%
Other Revenue:				
Contributions	\$ 475,608.68	14.3%		
Other Revenue	\$ 140,000.00	4.2%		
Subtotal Other Revenues	\$ 615,608.68	18.6%	\$ -	0.0%
TOTAL REVENUE FROM ALL SOURCES:	\$ 3,315,256.60	100.0%	\$ 1,500,000.00	100.0%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

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	Salary for the Program	City Funding Requested	Percent Requested <i>(Amount Requested / Salary to the Program)</i>
1.0000	Program/Clinical Director (LCSW)	\$ 115,000.00	\$ 115,000.00	100.00%
2.0000	Licensed Counselor (SUD Specialty)	\$ 170,000.00	\$ 170,000.00	100.00%
1.0000	Registered Nurse (RN) Care Coordinator	\$ 95,000.00	\$ 95,000.00	100.00%
1.0000	Art Therapist	\$ 65,000.00	\$ 65,000.00	100.00%
1.0000	Outreach Specialist (Veteran-Focused)	\$ 55,000.00	\$ 55,000.00	100.00%
2.0000	Peer Support Specialist	\$ 90,000.00	\$ 90,000.00	100.00%
4. Salaries & Wages		\$ 590,000.00	\$ 590,000.00	100.00%
5. Payroll Taxes and Employee Benefits *				
6. Total Personnel Costs		\$ 590,000.00	\$ 590,000.00	100.00%

7. * Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx%

Employee Benefits: Health Insurance @xx% Retirement @ xx%

Other @ xx%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Contractual Services	\$ 80,000.00	\$ 80,000.00	\$ -	100.00%
<u>Equine Therapy</u> : This service is typically the most expensive due to the high operational costs associated with maintaining an off-site facility, animal care, transportation, and specialized personnel. This allocation assumes Equine Therapy is provided to a smaller subset of high-need veterans.	\$ 40,000.00	\$ 40,000.00		100.00%
<u>Specialized Yoga (Trauma-Informed)</u> : This service requires a specialized, licensed instructor with expertise in trauma-informed creative expression. The cost reflects ongoing, weekly group sessions that can be delivered on the VIC campus.	\$ 24,000.00	\$ 24,000.00		100.00%
<u>Mindfulness</u> : This service is often integrated into smaller group or individual sessions. The allocation reflects the cost of a licensed practitioner to conduct regular, scheduled sessions focused on alternative healing modalities for co-occurring Mental Health/SUD issues.	\$ 16,000.00	\$ 16,000.00		100.00%
Audit Costs	\$ 15,000.00	\$ 15,000.00	\$ -	100.00%
<u>Annual Independent Audit Fee</u> : This covers the primary cost for an external Certified Public Accountant (CPA) firm to conduct the mandated annual financial audit, which is required for government grants.	\$ 10,000.00	\$ 10,000.00		100.00%
<u>Grant-Specific Compliance Review</u> : This covers the auditors' time specifically allocated to verifying compliance with the unique Opioid Settlement Fund requirements, such as ensuring strict adherence to the 55% Recovery / 45% Prevention allocation.	\$ 3,500.00	\$ 3,500.00		100.00%
<u>Administrative/Reporting Overhead</u> : This covers internal costs related to the VIC Finance Department's time, resources, and expense categorization work necessary to compile all documents and audit trails for the external audit.	\$ 1,500.00	\$ 1,500.00		100.00%
Consumable Supplies	\$ 25,000.00	\$ 25,000.00	\$ -	100.00%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<u>Narcan Kits (Naloxone):</u> This is the most critical component and is prioritized for harm reduction. This allocation covers the bulk purchase of two-dose Narcan (Naloxone) kits for distribution to clients and staff, supporting the required Overdose Education and Naloxone Distribution (OEND) component of the Opioid grant. Based on the public interest price of approximately \$41 per two-dose kit, this could secure over 340 kits for the 350 individuals served.	\$ 14,000.00	\$ 14,000.00		100.00%
<u>Clinical Testing Supplies:</u> This covers materials for initial screening and ongoing assessment, such as: * <u>Behavioral Health Screening Tools:</u> Purchase/licensing of standardized Substance Use Disorder (SUD) screening tools (e.g., DAST-10, AUDIT, S-SBIRT materials). * <u>Urine/Drug Testing Kits:</u> Supplies needed to conduct drug screens as part of clinical monitoring and treatment plans, ensuring client safety and program fidelity.	\$ 6,000.00	\$ 6,000.00		100.00%
<u>General Office Supplies:</u> This covers the routine supplies needed for the eight (8) FTE staff and the clinical operation: paper, ink, files, client informational pamphlets, whiteboards, etc., essential for the day-to-day running of the wellness center.	\$ 5,000.00	\$ 5,000.00		100.00%
Telephone	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
<u>Telehealth Platform Minutes/Licensing:</u> This covers the communication usage costs associated with the Technology-Enhanced Support & Telehealth Setup. This ensures secure, HIPAA-compliant virtual communication for follow-up appointments and digital literacy training with clients.	\$ 4,000.00	\$ 4,000.00		100.00%
<u>Office/Clinical Landlines & VOIP Service:</u> This covers the monthly service fees for the main office lines and the Voice over Internet Protocol (VOIP) system used by the seven on-campus personnel (Clinical Director, Counselors, RN, etc.) for client scheduling, secure communication, and external partner calls.	\$ 3,500.00	\$ 3,500.00		100.00%
<u>Mobile & Data Plan:</u> This covers the cost of a dedicated mobile lines, data, and devices for the grant personnel. This is crucial for proactive, field-based engagement with disconnected veterans and off-site care coordination, as specified in the proposal.	\$ 2,500.00	\$ 2,500.00		100.00%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Postage and Shipping	\$ 1,000.00	\$ 1,000.00	\$ -	100.00%
<u>Outreach/Marketing Mailings:</u> Covers the cost of postage for mailing informational materials, program flyers, and quarterly newsletters to disconnected veterans, VA partners, and community organizations, supporting the Expanded Outreach goal.	\$ 500.00	\$ 500.00		100.00%
<u>Administrative/Compliance Shipping:</u> Covers costs associated with shipping confidential or required compliance documents (e.g., audit materials, grant reports, personnel paperwork) to the City of Albuquerque or other federal partners (VA).	\$ 300.00	\$ 300.00		100.00%
<u>Client Documentation/Referrals:</u> Covers postage for mailing individualized treatment plans (ITPs) or formal referrals to external providers (like MAT clinics or housing resources) when secure electronic transfer is not feasible or appropriate for the client.	\$ 200.00	\$ 200.00		100.00%
Occupancy				
a. Rent	\$ -	\$ -		
b. Utilities	\$ 15,000.00	\$ 15,000.00		100.00%
<u>Internet & Secure Network:</u> This is the highest priority, covering increased bandwidth and security needs for the Technology-Enhanced Support & Telehealth Setup. A reliable, secure network is essential for HIPAA compliance, data transfer, and virtual client appointments.	\$ 7,000.00	\$ 7,000.00		100.00%
<u>Electricity and Gas:</u> This covers the costs for heating, cooling, and lighting the dedicated program space for serving 350 clients served annually, extending hours of operation.	\$ 5,000.00	\$ 5,000.00		100.00%
<u>Water and Waste Removal:</u> This covers the increased costs for water usage and waste disposal associated with the higher volume of staff and clients using the facilities at the Comprehensive Veteran Wellness Center.	\$ 3,000.00	\$ 3,000.00		100.00%
c. Other	\$ 12,000.00	\$ 12,000.00		100.00%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<u>Professional Malpractice/Liability Insurance:</u> This is the highest priority, covering the licensed clinical staff (Clinical Director, Counselor, RN, Art Therapist) who are delivering specialized, high-risk Substance Use Disorder (SUD)/Mental Health (MH) services. This is a non-negotiable cost for a clinical program.	\$ 7,500.00	\$ 7,500.00		100.00%
<u>General Property & Casualty Insurance:</u> This covers the increased liability risk and property coverage associated with the new program operating on the VIC campus, including coverage for the equipment and the large number of beneficiaries (350) visiting the facility.	\$ 3,500.00	\$ 3,500.00		100.00%
<u>Increased Staff-Related Insurance:</u> This covers any marginal increase in insurance premiums related to the addition of eight (8) FTE key personnel, such as workers' compensation or key-person liability.	\$ 1,000.00	\$ 1,000.00		100.00%
Equipment Lease/Purchase	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
<u>Staff Laptops/Workstations:</u> Covers the purchase of secure, agency-issued laptops or desktop workstations. This is essential for all job functions, including data entry, case management, and telehealth delivery.	\$ 12,000.00	\$ 12,000.00		100.00%
<u>Clinical Software Licensing:</u> Covers the annual or subscription costs for specialized, secure software necessary for clinical operations, such as: * Electronic Health Record (EHR) Module for SUD/MH charting. * Telehealth Platform access (HIPAA-compliant video conferencing). * Data Collection & Reporting Software for grant compliance.	\$ 5,000.00	\$ 5,000.00		100.00%
<u>Peripherals & Networking Hardware:</u> Covers necessary accessory items and minor hardware to ensure the equipment functions optimally, including: * Secure Docking Stations, External Monitors, Keyboards/Mice. * Encryption and Security Licenses for all devices.	\$ 3,000.00	\$ 3,000.00		100.00%
Equipment Maintenance	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<u>Annual IT Support/Maintenance Contract:</u> This covers an external contract for specialized support (e.g., security monitoring, managed IT services, emergency troubleshooting). This is critical for maintaining the secure systems required for telehealth and client data.	\$ 6,500.00	\$ 6,500.00		100.00%
<u>Equipment Repair & Replacement Fund:</u> This acts as a contingency fund for unexpected repairs, replacement of failed hardware (laptops, monitors, networking gear), or the purchase of necessary replacement parts not covered by warranty.	\$ 2,500.00	\$ 2,500.00		100.00%
<u>Software/System Updates & Licensing Renewal:</u> This covers minor, ongoing costs for essential software updates, patches, and small utility licenses that are required to keep the clinical and administrative systems secure and operational.	\$ 1,000.00	\$ 1,000.00		100.00%
Printing & Publications	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
<u>Outreach & Prevention Materials:</u> This is the highest priority, covering the printing costs for high-quality, professional materials for the Service for Prevention. This includes: * Program brochures and flyers detailing SUD/ODU services and alternative therapies. * Informational guides on Narcan use and overdose prevention for the 250 prevention clients. * Materials for Peer-Led Community Groups and wellness workshops.	\$ 3,000.00	\$ 3,000.00		
<u>Administrative Reporting & Documentation:</u> Covers the printing and binding of formal documents, including: * Quarterly and final grant reports for the City of Albuquerque; * Internal clinical documentation and assessment tool copies.	\$ 1,500.00	\$ 1,500.00		100.00%
<u>Educational Resources & Client Handouts:</u> Covers the cost of printing educational materials and standardized assessment tools (like the DAST-10) for the 100 Recovery Services clients and for staff training.	\$ 500.00	\$ 500.00		100.00%
Travel				
a. Local Travel	\$ 15,000.00	\$ 15,000.00		100.00%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<u>Outreach Specialist Mileage:</u> Reflecting the core project requirement for the Outreach Specialist to "Proactively engage disconnected veterans and their families." This involves frequent driving to community locations, partner agencies (VA, City offices), and client residences for case management.	\$ 9,000.00	\$ 9,000.00		100.00%
<u>Clinical Staff Care Coordination:</u> This covers mileage reimbursement for the Licensed Counselor and the Registered Nurse (RN). Their travel is essential for off-site care coordination, accompanying clients to external appointments (e.g., MAT induction sites), and conducting necessary home visits for high-risk veterans.	\$ 4,500.00	\$ 4,500.00		100.00%
<u>Administrative/Training Travel:</u> This covers local mileage for the Clinical Director or administrative staff traveling to required meetings, trainings, or to purchase supplies not available near the VIC campus.	\$ 1,500.00	\$ 1,500.00		100.00%
b. Out of Town Travel	\$ -	\$ -		
Conferences, Meetings, Etc.	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
<u>Evidence-Based Model Certification/Training:</u> This is the highest priority, covering external training and certification fees for key clinical personnel (Clinical Director, Licensed Counselor) in evidence-based practices (e.g., Seeking Safety, Motivational Interviewing, Zero Suicide). This ensures the quality and clinical fidelity required by the grant.	\$ 6,000.00	\$ 6,000.00		100.00%
<u>Out-of-Town Travel for Specialized Conference:</u> Covers basic travel costs (registration, flights, lodging, per diem) for 1-2 key staff members (e.g., Clinical Director or Counselor) to attend a national or regional conference focused on Opioid/SUD treatment or Behavioral Health.	\$ 2,500.00	\$ 2,500.00		100.00%
<u>In-Service/Continuing Education Units (CEUs):</u> Covers the cost of online courses, webinars, and other local, mandatory continuing education units (CEUs) required to maintain the licenses of all clinical personnel (LCSW, LPCC, RN, Art Therapist) throughout the grant period.	\$ 1,500.00	\$ 1,500.00		100.00%
Direct Assistance to Beneficiaries	\$ 457,000.00	\$ 457,000.00	\$ -	100.00%

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

1. Agency Name: Veterans Integration Centers

2. Project Title: Veteran Opioid/SUD & Trauma Recovery Program

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
<u>Recovery Services:</u> This is for intensive, ongoing clinical treatment, including: SUD/MH counseling, Zero Suicide protocols, and Registered Nurse (RN) Care Coordination, primarily targeting 100 veterans in VIC's transitional housing and high-risk veterans.	\$ 356,200.00	\$ 356,200.00		100.00%
<u>Service for Prevention:</u> An estimated 250 individuals annually are served under the Service for Prevention category. This service is primarily designed for disconnected veterans and family members who may not require intensive clinical care. The stipends and funding would support activities like Expanded Outreach, Peer-Led Community Groups, Art Therapy, and Community-Based Prevention Workshops, which are designed for broader community wellness and prevention.	\$ 100,800.00	\$ 100,800.00		100.00%
	\$ -			
Membership Dues	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
<u>Professional License Renewal Fees:</u> Covers the annual or biennial renewal costs for the mandatory licenses of the key clinical staff, including the Licensed Clinical Director, Licensed Counselor, and Registered Nurse (RN). Maintaining these licenses is non-negotiable for project fidelity and legal compliance.	\$ 3,500.00	\$ 3,500.00		100.00%
<u>Professional Association Dues:</u> Covers membership dues for key personnel (e.g., Clinical Director, Counselor) in relevant professional associations (e.g., National Association of Social Workers, American Counseling Association). These memberships often provide access to industry standards, ethical guidance, and specialized journals essential for quality clinical care.	\$ 1,000.00	\$ 1,000.00		100.00%
<u>Certification/Credential Maintenance:</u> Covers fees for maintaining specialized certifications related to the grant's scope, such as certifications in Art Therapy, Trauma-Informed Care, or Substance Use Disorder (SUD) treatment models.	\$ 500.00	\$ 500.00		100.00%
Equipment, Land, Buildings	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Insurance	\$ -	\$ -	\$ -	

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

1. Agency Name:	Veterans Integration Centers
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2. Project Title:	Veteran Opioid/SUD & Trauma Recovery Program
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3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
	\$ -			
	\$ -			
Fuel and Vehicle Maintenance	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
<u>Routine Vehicle Maintenance:</u> This covers necessary routine maintenance (oil changes, tire rotation, minor repairs) for the vehicles used by staff for official program travel, ensuring safety and reliability for client services.	\$ 5,000.00	\$ 5,000.00		100.00%
	\$ -			
Total Operating Costs	\$ 685,000.00	\$ 685,000.00	\$ -	100.00%

☐ As applicable, attach cost allocation plan

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

1. Agency Name:	Veterans Integration Centers
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2. Project Title:	Veteran Opioid/SUD & Trauma Recovery Program
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3. Amount and percent of total requested funds on a quarterly basis:		
Quarter Ending	Amount to be Requested	Percent of Total
12/30/2025	\$ 375,000.00	25.00%
3/30/2026	\$ 375,000.00	25.00%
6/30/2026	\$ 375,000.00	25.00%
9/30/2026	\$ 375,000.00	25.00%
Total	1,500,000.00	100.00%
Explanation if any projected drawdowns exceed 25% of the total requested funds:		

4. As applicable: <u>Reimbursement Rate – only applicable to <i>unit of service</i> contracts:</u>		
Rate:	\$ per unit	unit of service
\$ per (hour, client, etc.)		
Annual units:		

5. As applicable: <u>Rate Justification – only applicable to <i>unit of service</i> contracts:</u>