

Mayor Timothy M. Keller

**CITY OF ALBUQUERQUE**  
**Albuquerque, New Mexico**  
**Office of the Mayor**

**INTER-OFFICE MEMORANDUM**

January 26, 2026

**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller, Mayor

A handwritten signature in blue ink, appearing to be 'TK', is written next to the name Timothy M. Keller.

**SUBJECT:** Recommendation of Award for APD Mental Health & Support Services, RFP – 2025-721-POL-DZ

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Albuquerque Police Department and developed the RFP for APD Mental Health & Support Services for Officers and their families.

The solicitation was posted on the Purchasing website on September 30, 2025 and advertised on Social Media. The number of responses received for evaluation was three (3).

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP. Jennifer Hartz LLC. was determined to have met all required criteria, was qualified, and recommended for award.

I concur with this recommendation.

The City's Albuquerque Police Department will manage this contract.

Recommendation of Award for APD Mental Health & Support Services, RFP – 2025-721-POL-DZ

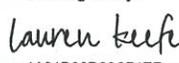
Approved:

Approved as to Legal Form:

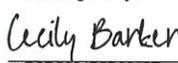
Initial  
CW

DS  
CD

  
Samantha Sengel, EdD Date  
Chief Administrative Officer

DocuSigned by:  
 2/13/2026 | 9:50 AM MST  
1A21D96D32C74EE... Date  
City Attorney

Recommended:

DocuSigned by:  
 2/2/2026 | 7:50 PM PST  
D8BC904B2D3842E... Date  
Director

## **Cover Analysis**

### **1. What is it?**

This Executive Communication is to approve an agreement with Jennifer Hartz LLC.

### **2. What will this piece of legislation do?**

This legislation will authorize the City of Albuquerque Police Department (APD) to enter into a five-year agreement with Jennifer Hartz LLC. Services include comprehensive behavioral health and support services, including Critical Incident Response, for the Albuquerque Police Department's personnel and their immediate families.

### **3. Why is this project needed?**

The contract is necessary to ensure the Behavioral Sciences Section is able to continue to meet its mandate to provide a range of critical, confidential, high-quality behavioral-health services to the Albuquerque Police Department's personnel and their immediate families.

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

This request seeks approval for funding in the amount of \$696,764.25 for a five-year contract with Jennifer Hartz LLC, equating to \$139,352.85 per fiscal year. Funds for the first year are available in the FY2026 General Fund budget. Funding for subsequent years is contingent upon approval of the General Fund budget for those fiscal years.

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

No.

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

Without this agreement, the Behavioral Sciences Section will be unable to successfully meet its mandate requiring provision of range of confidential, comprehensive behavioral health and support services, including Critical Incident Response, for the Albuquerque Police Department's personnel and their immediate families.

## **7. Is this service already provided by another entity?**

Currently, services are provided by one contracted agency, New Mexico Solutions, and two contracted sole-practitioner clinicians: Comprehensive Counseling 505 LLC and Jennifer Hartz LLC. In 2024, the two sole-practitioner clinicians completed 2,098 counseling/psychotherapy sessions for the APD compared to 611 from the contracted agency. This total does not include their hours spent providing training, consultation, outreach, Critical Incident Response, and 24/7 on-call availability that directly serve the Department and help satisfy training mandates set forth by the State of New Mexico. As recently as 2022, these services were provided by five sole-practitioner contractors plus one contracted agency. Two sole-practitioner contractors and one agency represent the minimum necessary to continue to fulfill this mandate for APD's nearly 2000 employees and immediate family members in the manner described by the relevant Standard Operating Procedures (SOP).

**FISCAL IMPACT ANALYSIS**

**TITLE:**

**R: O:  
FUND: 110  
DEPT: 5112100**

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			
	2026	2027	2028	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	139,353	139,353	135,353	414,059
Capital/Property	-	-	-	-
Indirect Costs	-	-	-	-
<b>Total Expenses</b>	<b>\$ 139,353</b>	<b>\$ 139,353</b>	<b>\$ 135,353</b>	<b>\$ 414,059</b>

- Estimated revenues not affected
- Estimated revenue impact

Amount of Grant	-	-	-	-
City Cash Match	-	-	-	-
City IDOH	-	-	-	-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

*Note: for Grants - TOTAL EXPENSE should equal TOTAL REVENUE*

City Inkind Match	\$ -	\$ -	\$ -	\$ -
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For out years, these estimates do not include any adjustment for inflation.

\* Range if Revenue not easily quantifiable

Number of Full-Time Positions Existing \_\_\_\_\_ New \_\_\_\_\_

**COMMENTS:**

APD's recurring budget is \$137,742. This request is for a five-year period, with a total contract cost of \$696,764.25, which equates to approximately \$139,352.85 per fiscal year. The contract ensures that the APD Behavioral Sciences Section continues to meet its mandate of providing a range of critical, confidential, high-quality behavioral-health services to APD personnel and their immediate families. APD is currently using the \$137,7420 to pay for FY 26. The department will absorb the additional cost in FY/26 and request additional funding in FY/26 and subsequent fiscal years. Funding for the additional years is contingent upon approval of the General Fund Budget.

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

PREPARED BY: Bridgette Long/Fiscal Manager

DocuSigned by:  
*Bridgette Long*  
FISCAL PROGRAM ANALYST

APPROVED:

DocuSigned by:  
*Cecily Barker* 2/2/2026 | 7:50 PM PST  
DIRECTOR (date)

REVIEWED BY:

DocuSigned by:  
*Emma Romero*  
EXECUTIVE BUDGET ANALYST

Signed by:  
*Donna Sandoval* 2/12/2026 | 8:42 AM MST  
BUDGET OFFICER (date)

Signed by:  
*Christine Barner*  
CITY ECONOMIST



# City of Albuquerque

## Department of Finance and Administrative Services

Timothy M. Keller, Mayor

### Interoffice Memorandum

Date: November 25, 2025

**TO:** Dr. Samantha Sengel, Chief Administrative Officer  
**FROM:** Harold Medina, Chief of Police, Albuquerque Police Department  
**SUBJECT:** **Recommendation of Award –**  
RFP Number: RFP-2025-721-POL-DZ  
RFP Name: APD Mental Health & Support Services

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Albuquerque Police Department and developed the RFP for APD Mental Health & Support Services.

The solicitation was posted on the Purchasing website on September 30, 2025 and advertised on Social Media. The number of responses received for evaluation was three (3).

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends award of the contract to Jennifer Hartz LLC.

I concur with this recommendation. Listed below is the composite score for the top three (3) responses received:

COMPANY NAME	SCORE
Jennifer Hartz LLC.	969.25
JayKay Medical Staffing	562.75
Myndhack LLC.	531.25

The Department that will be managing this contract is the Albuquerque Police Department

Approved:

Chief Administrative Officer

Samantha Sengel

Title

Name

DocuSigned by:

12/3/2025 | 8:33 AM MST

Signature

(Date)

Attachment: Scoring Summary





**RFP-2025-721-POL-DZ - APD Mental Health & Support Services**  
**Scoring Summary**

**Active Submissions**

Supplier	Total / 1,000.00 pts	I acknowledge receipt of Addendum #1 Pass/Fail	I acknowledge receipt of Addendum #2 Pass/Fail	I agree to the required City of Albuquerque Terms and conditions Pass/Fail	If awarded a contract I agree to provide the required insurances as stated in the RFP Pass/Fail	Signed/Completed Pay Equity Form (link to form shown in RFP section 1.24) Pass/Fail	Technical Proposal only. DO NOT COMBINE WITH COST PROPOSAL Pass/Fail	Cost Proposal Pass/Fail	A - Technical Proposal Only / 900 pts	A-1 - Experience and Qualifications / 300 pts	A-2 - Past Performance/References / 200 pts	A-3 - Quality of Proposed Approach / 250 pts	A-4 - Proposed Management and Staffing / 150 pts	B - Cost Proposal Only / 100 pts	B-1 - Cost Proposal / 100 pts
Jennifer Hartz LLC	969.25	Pass	Pass	Pass	Pass	Pass	Pass	Pass	871.25	281.25	197.5	247.5	145	98	98
Jaykay Medical Staffing	562.75	Pass	Pass	Pass	Pass	Pass	Pass	Pass	463.75	200	68.75	137.5	57.5	99	99
Myndhack, LLC	531.25	Pass	Pass	Pass	Pass	Pass	Pass	Pass	431.25	137.5	81.25	125	87.5	100	100

# City of Albuquerque

## Request for Proposals

**Solicitation Number: RFP-2025-721-POL-DZ**

**APD Mental Health & Support Services**  
**September 30, 2025**



**Deadline for Receipt of Proposals: October 30, 2025: 4:00 p.m. (Mountain Time)**

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

**Pre-Proposal Conference: October 10, 2025, 3:00 p.m (Mountain Time)**

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

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## INTRODUCTION

The City of Albuquerque, on behalf of the Albuquerque Police Department (APD), is seeking proposals from qualified Offerors to provide a comprehensive range of confidential behavioral health and support services for APD personnel and their immediate families. The selected offeror will continue the Department's mandate to ensure ready access to high-quality mental health care, consistent with best practices, and tailored to the unique needs of law enforcement professionals.

Services under this contract shall include psychotherapy and counseling, referrals, critical incident response, consultation, evaluations and assessments, training on mental-health-related topics, research, continuing education, court testimony, outreach, and development of outcome measures.

The successful Offeror shall be appropriately licensed to provide direct behavioral-health services in New Mexico and possess relevant experience supporting law enforcement personnel.

APD anticipates awarding to a single Offeror for a five-year term.

## PART 1

### INSTRUCTIONS TO OFFERORS

**1.1 RFP Number and Title:** RFP-2025-721-POL-DZ, "APD Mental Health and Support Services"

**1.2 Proposal Due Date:** **October 30, 2025 - NLT 4:00 PM (Local Time)**

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

**1.2.1 Non-Mandatory Pre-Proposal Conference:** 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.

**When:** **October 10, 2025, 2:00-3:00 p.m (Mountain Time)**

**Where:** **Virtual via Zoom**

**Link:** <https://cabq.zoom.us/j/82993790732>

**1.2.2 Questions:** All questions shall be submitted in written format in the City's eProcurement system prior to the close date for questions and answers.

**1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

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

**1.5.4 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.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City 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.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or 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 RFP (“Contractor”), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its eprocurement system, Bonfire. Offerors will receive email notifications from Bonfire to the email that Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through

Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- David Zamora, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3866 or Email: david@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Albuquerque Police Department, Behavioral Science Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days 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 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 other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's Proposal must be submitted **electronically** through the eProcurement system 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 in order to receive notices and submit a response to a solicitation. For assistance, please contact [support@gobonfire.com](mailto: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 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 City Purchasing Office is the time-date stamp of the eProcurement System.

**1.9.7 Acknowledgment of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Required Contract Terms:** The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has uploaded its exceptions to the Required Contract Terms in the City's eProcurement system, under "Requested Information" "Exceptions to Section 1.11 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The 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 RFP.

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of five (5) years.

**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, 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 award of contract.

**1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.17 Cancellation:** This RFP may be canceled for any 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 RFP.

**1.20 Public Records:**

**1.20.1** The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection 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 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 RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

**1.21 Procurement Preferences:** A Pay Equity Preference as provided in Section 5-5-31 R.O.A. 1994 (as amended by C/S O-17-33) and the State Preferences as provided in 13-1-21 NMSA 1978 are applicable to this solicitation. To request the application of a preference, as applicable, Offeror shall submit with its Proposal a City Pay Equity Preference Form or the New Mexico State Certification for the requested preference.

**1.22 Request for Proposals Protest Process:**

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

**1.22.2 Recommendation of Award:** If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10<sup>th</sup>) 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 competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. 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, RFP Number

**1.22.6.2 By Electronic Mail:** Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer  
[koney@cabq.gov](mailto:koney@cabq.gov)

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

**1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

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

**1.23 Insurance:**

**1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall

furnish to the City a certificate or certificates in 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 RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or 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:

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

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

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

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

coverage for the use of all owned, non-owned, 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 RFP.

**1.23.3.4 Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000

**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.

**1.24 Pay Equity Documentation.** All Proposals shall include a Pay Equity Reporting Form that can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31.** A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

**PART 2**  
**PROPOSAL FORMAT**

**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, shall 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, for-profit or non-profit). Subcontractors, if any, shall 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 RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the Required Contract Terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

**2.1.2 Experience:**

**2.1.2.1 Current Experience:** Offeror shall state the relevant experience of the company and of the individuals who will be actively engaged in providing mental health and support services to APD personnel and their immediate families. Offeror shall submit resumes and a copy of each proposed clinician’s current New Mexico license(s), issued by the appropriate state professional licensing board, for the individuals proposed to perform services under this contract.

**2.1.2.2 Past Experience:** 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 shall be for work performed in the past three (3) to five (5) years. DO NOT use City employees or any City elected officials as a reference. The City will not contact and will not assign any evaluation points for references from City employees or elected officials. State relevant experience with other municipalities or government entities.

**2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services, including but not limited to:

**2.1.3.1** Counseling and therapeutic services.

**2.1.3.2** On-Call and critical incident response.

**2.1.3.3** Consultation services.

**2.1.3.4** Evaluations and assessments.

**2.1.3.5** Training and continuing education.

**2.1.3.6** Research and outreach activities.

Offeror shall present their proposed approach in a clear and organized format. Charts or tables may be used to illustrate the number of hours dedicated to each task and the individuals or subcontractors assigned to perform each task, but they are not required.

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to successfully perform all required services.

## **2.2 Cost Proposal Format, Section Two**

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

**2.2.2 Compensation:** The City has established maximum compensation rates for this contract (see Section 3.9 of the Scope of Work). Offeror may propose lower hourly or on-call rates.

Cost proposals shall not exceed:

**2.2.2.1** Proposed hourly rates not to exceed Seventy Dollars (\$70.00) per hour.

**2.2.2.2** Proposed on-call rate, not to exceed Five Hundred Dollars (\$500.00) per week.

**2.2.3 All Costs:** All costs are deemed inclusive of applicable gross receipts tax, insurance, overhead, and profit. The City will not pay for any amounts not included in the fixed compensation structure. Liability for costs not included in the compensation structure remains with the Offeror.

**2.2.4 An example** of the preferred format is attached as Appendix A. Your response to this section will be used in performing a cost/price analysis.

## **PART 3 SCOPE OF SERVICES**

### **3.1 Psychotherapy, Counseling, and Referrals**

**3.1.1** Offeror shall provide psychotherapy and counseling services, including individual, family, and group counseling.

**3.1.2** Offeror shall have completed a Master's level education or above and be qualified through education and training to independently provide direct behavioral-health services in New Mexico as verified by their state professional licensing board.

**3.1.3** Services are limited to APD employees and their immediate family members, as defined by APD standard operating procedure (SOP).

**3.1.4** There shall be no limit on the number of sessions per individual.

**3.1.5** Offeror shall provide assistance with referrals to appropriate resources, including local/community providers and out-of-area specialized services as needed.

**3.1.6** Services are expected to be provided in person, with telehealth/virtual sessions permitted on a case-by-case basis.

**3.1.7** Offeror shall provide counseling and therapeutic services primarily at the APD Behavioral Sciences Main Office located at 1501 Broadway Blvd. SE, Albuquerque, NM 87102 with flexibility to provide services at other APD facilities as requested. Services shall not be provided at the Offeror's private office.

### **3.2 Availability and Response Times**

**3.2.1** Offeror shall provide on-scene response to critical incidents within one (1) hour of notification.

**3.2.2** Offeror shall provide follow-up care after incidents, either directly or in coordination with other providers.

**3.2.3** Offeror shall maintain 24/7 availability for service delivery.

### **3.3 Consultation**

**3.3.1** Offeror shall provide consultation services to supervisors, command staff, peer support teams, chaplains, families, and other APD personnel upon request.

**3.3.2** Consultation services may address clinical matters, case-specific issues, policy, program development, or other relevant behavioral science topics.

### **3.4 Evaluations and Assessments**

**3.4.1** Offeror shall conduct general mental health evaluations and assessments consistent with best practices.

**3.4.2** Assessments may include general mental health screenings, symptom monitoring, and post-critical-incident evaluations prior to returning to duty.

**3.4.3** Offeror shall not perform Fitness for Duty Evaluations, which are outside the scope of APD's Behavioral Sciences Section.

**3.4.4** Offeror shall propose and utilize evidence-based standardized tools to track progress and outcomes.

### **3.5 Training**

**3.5.1** Offeror shall provide training to a wide range of audiences including sworn and non-sworn staff, supervisors, families, peer support members, and community partners.

**3.5.2** Training shall cover topics such as general mental health, crisis intervention, psychopathology, law-enforcement-specific stressors, adaptive coping, resilience, and suicide prevention. This list is not intended to be exhaustive, and the Offeror may propose additional training topics relevant to the needs of APD personnel and their immediate families.

**3.5.3** Offeror shall demonstrate experience in delivering such training.

**3.5.4** Trainings shall be offered in-person, virtually, or in hybrid formats.

**3.5.5** The number of trainings shall be determined by the needs of APD.

### **3.6 Research**

**3.6.1** Offeror shall conduct applied research including data collection, analysis, and reporting.

**3.6.2** Offeror shall provide research and compilation of information on relevant behavioral health topics as directed by APD.

### **3.7 Continuing Education**

**3.7.1** Offeror and clinical staff shall maintain continuing education required for professional licensure and certifications.

**3.7.2** Offeror may assist in providing training opportunities that contribute to the continuing education of APD personnel.

### **3.8 Outreach and Promotion**

**3.8.1** Offeror shall promote the Behavioral Sciences Section (BSS) services through presentations, written and electronic materials, Q&A sessions, and similar methods.

**3.8.2** Offeror shall provide outreach both internally to APD personnel and families, and externally to the community as appropriate to promote awareness of services.

### **3.9 Budget**

**3.9.1** Services shall be provided under an annual budget of up to \$139,352.85, which accounts for hourly services and on-call response.

**3.9.2** The total contract budget is \$696,764.25 over the five (5) year term, allocated as follows:

**3.9.2.1** Seventy Dollars (\$70.00) per hour for approximately thirty-four (34) hours of services per week; and

**3.9.2.2** Five Hundred Dollars (\$500.00) per week for approximately twenty-six (26) weeks per year, for providing On-call Critical Incident Services.

**3.9.3** The combination of the hourly rate and the on-call weekly rate shall not exceed the total annual allocation.

## 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 RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP 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.

**4.1.1 Selection of Finalist Offerors (If Applicable).** The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the “short list”). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

**4.1.2 Oral Presentation or Demonstrations by Finalists (If Applicable).** Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee (“Oral Presentation”). The Purchasing Office will schedule the time for each Finalist Offeror’s presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

**4.2.1 Evaluation Factors:**

**300** - Experience and qualifications of the Offeror and proposed personnel to perform the tasks described in Part 3, Scope of Services.

**200** - Past performance and quality of references for comparable services.

**250** – Quality, clarity, and feasibility of the proposed approach to each of the tasks described in Part 3, Scope of Services.

**150** - Adequacy of the proposed management structure, staffing plan, and allocation of approximately thirty-four (34) hours of service per week and approximately twenty-six (26) weeks for On-Call Critical Incident Services per year.

**100** - Cost Proposal – The costs proposed by the Offeror as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

**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 or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and 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.

# APPENDIX A

## APD Mental Health & Support Services

### RFP-2025-721-POL-DZ

Offeror Name:

<b>Compensation Element</b>	<b>Fixed Rate / Cap</b>	<b>Offeror Proposed Rates</b>
Hourly Services (~34 hrs/week)	\$70.00/hr	
On-Call Critical Incident Response (~26 wks/year)	\$500.00/week	

## Technical Proposal

### 2.1.1 Offeror Identification

Jennifer Hartz, LLC

6425 Louise Place NE

Albuquerque, NM 87109

(505) 917-7113

[Jkayhartz@gmail.com](mailto:Jkayhartz@gmail.com)

Individually owned LLC for profit with sole proprietorship, no employees. As such, I agree to comply with all laws stated within the proposal and the required contract terms. I currently carry professional liability insurance and will provide a Certificate of Insurance.

### 2.1.2 Experience

#### 2.1.2.1. Current Experience

I am currently providing all of the services outlined in this Request for Proposal under an annual contract and have done so individually for the past three years. Prior to that, I was providing the services listed through a contract with my previous employer New Mexico Solutions for five years. In total, I have been providing counseling and therapeutic services, on call and critical incident response, consultation services, evaluations and assessments, training and education, and outreach activities to the Albuquerque Police Department for a total of eight years. During that time, I have worked in conjunction with my counter part (also a contracted therapist) to provide timely, relevant, ethical services to support members of the Albuquerque Police Department. We have made a pointed effort to maintain and improve the overall perception of Behavioral Sciences and the confidentiality and professionalism of the services provided. I feel that has been reflected by the increase in accessing of the Behavioral Sciences services and rapport I have built both with those utilizing my support and members of the department I encounter through the execution of my employment duties. I am fully committed to continuing to provide the services described in the RFP.

#### 2.1.2.2 Past Experience

As I stated above, I provided all the listed services through a contract with New Mexico Solutions during the years of 2017-2022. As an employee of Solutions, once the APD contract was obtained I only serviced the APD referrals. My efforts with the APD contract were highlighted to the Board of Directors during the 20<sup>th</sup> Anniversary celebration of the

agency. A letter of reference has been included from Tara Seus, my direct supervisor during that time.

I then transitioned to an individual contract with the City of Albuquerque to provide the services described. I was able to focus my professional time solely with the department and was brought over by former head of Behavioral Sciences Dr. Nils Rosenbaum. A letter of reference from Dr. Rosenbaum is also included.

In the past eight years of providing services to the Albuquerque Police Department for the City of Albuquerque, I have worked with counselor Troy Luna, LPCC. Together we have collaborated to maintain and improve on a consistent high level of care. As someone familiar with my work ethic and performance, I am including a letter of reference from Mr. Luna.

## 2.1.3 Proposed Approach to Tasks

### 2.1.3.1 Counseling and Therapeutic services

If awarded the five year contract, I propose to approach the providing of services similarly to what I have been doing over the course of the last eight years.

Counseling and therapeutic appointments are provided during typical business hours. I have provided my personal cell phone number at all trainings and on all informational or promotional materials in order to make access easier, removing a barrier to accessing services. I adjust my schedule according to the needs of the personnel of the department, to include early or late day appointments to accommodate shift work or after school considerations. I use a variety of therapeutic approaches that are clinically proven to be successful with crisis intervention and trauma informed therapy. Among those approaches are Cognitive Behavioral, Solution Focused, Acceptance and Commitment, Dialectical Behavior therapies as well as psychoeducation. I adapt to the client and where they are, and use my clinical judgement and experience to determine which components of what approach will benefit the client best.

### 2.1.3.2 On Call and Critical Incident response

I have provided coverage for 24/7 on call services for the past eight years. I have responded within one hour of notification one hundred per cent of the call outs I have received, and provided assistance when needed during non call weeks. My counterpart and I have been able to work together to cover if any scheduling conflicts arise and will continue to do so. That coverage includes critical incidents, whether that be a call out or a critical incident debrief. When a debrief is requested, I clear my schedule to accommodate that request and work with my peer and Director to cover as incidents arise.

### 2.1.3.3 Consultation services

Consultations are provided as needed following HIPPA and confidentiality laws. These consults can be with my supervisor and/or cohort in order to provide best practice care. Chains of command, supervisors, individuals may request a consultation for assistance in how to proceed with untenable situations as they develop. All such consultations are provided with professional and therapeutic experience and knowledge, and confidentiality is strictly maintained. When needed, a Release of Information is obtained if advocacy is requested as a result of the consult.

### 2.1.3.4 Evaluations and Assessments

### 2.1.3.5

Trainings are provided as requested by the department. My counterpart and I will receive email requests and shift scheduled appointments to accommodate the training requested. If training is requested on a subject we do not have a prepared power point for, we will work together and create training for that topic. Recurring trainings we provide are

\*Introduction to Behavioral Sciences      \*Supervisor training for acting and promoted officers in a supervisory role      \*Shooter panel – we facilitate officers sharing their experiences with their officer involved shooting to cadets in the Academy      \*Suicide prevention      \*Family night – facilitating a panel interview with cadets and their families to educate them about life as/with an officer      \*Stress management – given and adapted to the unit for unit specific stressors.

### 2.1.3.6 Research and outreach services

Outreach is performed at all times I am representing Behavioral Sciences. I take pride in the services provided and my role in assisting officers maintaining their mental health. As such, building relationships, trust, and confidence in our unit happens in every interaction.

Approximately 75% of my time is spent in therapeutic counseling sessions. Data collection during DOJ monitoring showed I provided between 60-65% of the sessions in the recording periods. I typically schedule between 25-30 counseling sessions per week.

Training, documentation, consultation, and outreach make up the approximate 25% remainder of my time.

### 2.1.4 Management Summary

As an individual contractor, I assume all responsibility interacting with City of Albuquerque staff. Resources drawn from include the knowledge of those around me, and accessing their expertise as necessary to provide the highest quality care.

## Scope of Services

### 3.1 Psychotherapy, Counseling, and Referrals

3.1.1 Individual, family, couples, and group counseling will be provided at 1501 Broadway SE.

3.1.2 I became a Licensed Master Social Worker in 2003 after completing my Masters in Social Work that year. I became an independently Licensed Clinical Social Worker in 2013. I have been maintaining my license and Continuing Education Unit trainings without lapsing since 2003.

3.1.3 The services provided will be to sworn and civilian APD employees and their immediate family members.

3.1.4 There will be no limit to therapeutic sessions provided. I use my clinical experience and client's input to address the client's needs.

3.1.5 Referrals are provided as needed, as well as assistance advocating for clients when necessary.

3.1.6 and 3.1.7 Sessions are provided in person at the South Broadway Substation. Trainings are provided on site as requested.

### 3.2 Availability and Response Times

3.2.1 I have provided on call response for Officer Involved Shootings, In Custody Deaths, and Critical Incidents. I have arrived on scene within the time allotted without fail during my time on call.

3.2.2 After care is provided through phone calls and in person sessions following Officer Involved Shootings and Critical Incidents. Return to Duty/Post Incident Evaluations are completed in a timely manner.

3.2.3 I have provided on call 24/7 support as well as availability after hours during non call weeks to maintain access for crisis or trauma related incidents.

### 3.3 Consultation

3.3.1 In my past experience with the department, I have provided consultations and support as requested. An example of the collaboration was when I was asked to be present

during the notification of death after a ballooning accident to support the family, chaplain, and APD staff on site. I have offered flexibility and a willingness to assist while maintaining professionalism and confidentiality.

3.3.2 In my time with the department, I have consulted with my peer and supervisor to provide best practice services on a case by case basis as needed. When policy and/or SOP questions arise I am comfortable asking my Director for guidance. The working relationship I have with my co worker and Director allow for a supportive dynamic that fosters confidence.

### 3.4 Evaluations and Assessments

3.4.1 I have conducted mental health evaluations and assessments for individual referral, department mandated, and supervisor mandated clients. Those evaluations and assessments are consistent with best practices as well as the specific needs of law enforcement and the situation presented.

3.4.2 Assessments have been provided for the examples listed in the RFP, and will continue to be without disruption.

3.4.3 At no point have I provided a Fitness for Duty Evaluation, nor have I ever been asked to perform this evaluation. I understand and communicate clearly during trainings that our unit does not provide this service.

3.4.4 I am comfortable and confident in tracking progress and outcomes.

### 3.5 Training

3.5.1 Trainings have been provided for a variety of audiences, including sworn, civilian, families, and community members. Those trainings will continue to be provided as requested by the department.

3.5.2 The trainings provided have been on the topics listed in the RFP. Trainings have been adapted as necessary according to the needs of the department, and to address the trends occurring within the department.

3.5.3 I have demonstrated an ability and experience in providing training, as illustrated by evaluations completed by participating officers after trainings.

3.5.4 Trainings have been provided at the times and locations requested by the department and I will continue to do so.

3.5.5 The trainings will continue to be determined by the needs of APD, and there will be no disruption of services.

### 3.6 Research

3.6.1 I contribute to the reporting of data by entering my therapeutic notes into the electronic medical record program.

3.6.2 To this point I have not completed any research or been asked to do so by my director, the department, or the city. I would be willing to participate upon request.

### 3.7 Continuing Education

3.7.1 As stated previously, I have maintained my required continuing education credits to maintain my professional licensure and will continue to do so.

3.7.2 The training opportunities offered will be determined by the department to address the needs of the department.

### 3.8 Outreach and Promotion

3.8.1 Over the past 8 years, I have trained, promoted, and communicated the services available through the Behavioral Sciences Section. I have worked consistently to build trust in our unit and the services we provide.

3.8.2 Outreach and promotion of Behavioral Sciences occurs during trainings, personal interactions, therapeutic sessions, consultations, and interactions with the community. I have an understanding of the responsibility and privilege I have to represent the Albuquerque Police Department.

### 3.9 Budget

3.9.1 I agree and accept the terms of the annual budget, and understand that includes the hourly rate per session and the on call stipend.

3.9.2 Same as above

3.9.2.1 I agree to the hourly rate and number of hours per week allotted at this rate.

3.9.2.2 I agree to the rate of reimbursement for providing on call services.

3.9.3 I agree and accept that I will not exceed the annual allocation.

# JENNIFER HARTZ

LCSW

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Dedicated, compassionate, experienced counselor with over 20 years of experience. Eight years of experience with the Albuquerque Police Department. Committed to excellence in quality and understanding law enforcement culture.

## Experience

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SEP 2022 - Current

### **Independent Contractor – City of Albuquerque**

\*Therapeutic services provided include individual, family, couples, and group

\*On-call 24/7 support for critical incidents

\*Mental health evaluations and assessments

\*Trainings to sworn and civilian APD personnel and families

\*Referrals, consultations, other duties as needed

AUG 2007 – SEP 2022

### **Billable Hour Employee – NM Solutions through APS**

Provided mental health therapeutic services to Elementary schools in the city through APS.

\*Therapeutic services, evaluations, assessments, consultations, and crisis intervention provided in elementary school setting

AUG 2017 – SEP 2022

### **Billable Hour Employee – NM Solutions through APD**

Provided mental health therapeutic services to officers through APD.

\*Services currently provided as independent contractor provided through NM Solutions

AUG 2020 – MAY 2022

### **Independent Contractor - Arroyo Del Oso Elementary School**

\*Therapeutic services, evaluations, assessments, consultations, crisis intervention provided in elementary school setting

## Education

---

2001 – 2003

### **Masters**

Social Work

1987 – 1991

### **Bachelors**

Psychology

## Skills

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\*Individual therapy

\*CBT, Solution Focused, ACT modalities

\*Connecting with client where they are

\*Supportive space for progress and change

## Contact

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Albuquerque, NM 87109

(505) 917-7113

jkayhartz@gmail.com



# COMPREHENSIVE COUNSELING 505 LLC

TROY LUNA, MA, LPCC  
1501 Broadway SE · 505-980-3832  
[comprehensivecounseling505@gmail.com](mailto:comprehensivecounseling505@gmail.com)

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10/16/2025

## To Whom It May Concern:

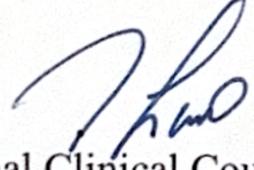
It is my privilege to provide this letter of reference for Jennifer Hartz, a valued colleague and highly skilled mental health professional with whom I have had the pleasure of working with. Over the course of our professional relationship, I have witnessed Jennifer's exceptional clinical abilities, professionalism, and deep compassion for those she serves—particularly law enforcement officers and first responders.

She has demonstrated a unique ability to connect with police officers in a way that fosters trust, understanding, and emotional safety—qualities that are vital when working with individuals who often face significant occupational stress and trauma exposure. Jennifer approaches this work with both clinical expertise and cultural competence, understanding the nuances of police culture and the barriers that often prevent officers from seeking help.

In our time working together, I have observed Jennifer's skill in providing evidence-based interventions, including trauma-informed care, cognitive-behavioral strategies, and psychoeducation tailored to the needs of public safety professionals. She brings authenticity, empathy, and a calm, grounded presence to each therapeutic encounter. Moreover, Jennifer consistently demonstrates ethical integrity, professional collaboration, and a commitment to ongoing growth and learning.

It is without hesitation that I recommend Jennifer as a therapist of exceptional skill, character, and dedication. Any organization or client fortunate enough to work with her will benefit greatly from her expertise and genuine compassion.

If further information is needed, please feel free to contact me at:  
[comprehensivecounseling505@gmail.com](mailto:comprehensivecounseling505@gmail.com) or 505-980-3832.

Sincerely,  
**Troy Luna, LPCC**   
Licensed Professional Clinical Counselor  
Mental Health Therapist



**Saint Joseph's  
Medical Center**  
St. Vincent's Hospital Westchester Division

October 15, 2025

To Whom It May Concern:

I am writing to offer my wholly enthusiastic recommendation for Jennifer Hartz, LCSW for her to continue providing counseling and therapeutic services to the Albuquerque Police Department. I had the pleasure to work with Jen Hartz for years while I was the director of APD's Behavioral Health Division up until 2023. I've since moved to NY and am Clinical Director of the Crisis Prevention Response Team at St Vincent's hospital in Harrison NY, and now that I work with many new therapists, I further realize how lucky APD is to have her services.

Ms. Hartz first started working with APD through New Mexico Solutions, and was the primary therapist providing services to APD personnel including therapy, on call, and trainings. She exhibited exceptional dedication to treating patients, learning the culture and specific needs of law enforcement officers, and was consistently willing to adapt to the needs of the department. When the opportunity presented, I brought Ms. Hartz over as a direct contracted provider. She continued to provide top notch comprehensive therapy, training, on call coverage, crisis response, and consultation services with great integrity, care, and understanding of the populations needs.

I have complete confidence she will continue to provide excellent care to APD officers and their families. She is not only committed to providing the highest quality of care to Albuquerque's police department, she is capable of delivering this exceptional care, and she will.

If you have any questions, or require clarification or additional information, I may be reached at 505-573-5703 or [nrosenbaum@svwsjmc.org](mailto:nrosenbaum@svwsjmc.org)

Sincerely,

Nils Rosenbaum, MD

October 13, 2025

To Whom It May Concern:

It is my pleasure to offer my strong recommendation for Jennifer Hartz, LCSW, as a clinical provider of counseling services.

My name is Tara Seus, LPCC, and I serve as the Clinical Director at New Mexico Solutions. I had the privilege of supervising Jennifer during her time with our agency and currently interact with her through our partnership providing counseling services to staff at the Albuquerque Police Department (APD).

Jennifer demonstrates a deep understanding of what it means to maintain a nonjudgmental and compassionate stance in her clinical work. She quickly builds trust and rapport with clients, allowing them to engage meaningfully in the therapeutic process. Her familiarity with the unique culture and demands of APD further enhances her effectiveness in supporting this population.

Jennifer is an ethical, reliable, and dedicated counselor who consistently follows through on her commitments and provides high-quality care.

If you require additional information or would like to discuss her qualifications further, please feel free to contact me at (505) 225-5444 or seus-tara@rvbh.com.

Sincerely  
Tara Seus, LPCC  
Clinical Director  
New Mexico Solutions



**NMRLD**

NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

# *State of New Mexico*

## **Board of Social Work Examiners**

HEREBY CERTIFIES THAT

### **Jennifer Puetz**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

### **Licensed Clinical Social Worker (LCSW)**

License No. C-08486

Issued 10/08/2013

Expires 07/01/2027

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW



**APPENDIX A**  
**APD Mental Health & Support Services**  
**RFP-2025-721-POL-DZ**

Offeror Name: Jennifer Hartz, LLC - Jennifer Hartz, LCSW

Compensation	Fixed Rate/Cap	Offeror Proposed Rates
Hourly Services (~ 34 hrs/Week)	\$70.00/hr	\$70/hr
On-call Critical Incident Response (~26 hrs/ week)	\$500/week	\$500/week

## AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and JENNIFER HARTZ LLC, an Individual, 6425 LOUISE Place NE, Albuquerque, NM 87109 (“Contractor”).

## RECITALS

WHEREAS, the City of Albuquerque Police Department (“APD”) requires a clinician who can provide a comprehensive range of confidential behavioral health and support services for APD personnel and their immediate families and to assist with all aspects of the Behavioral Sciences Section (“BSS”), such as psychotherapy and counseling services, therapy and wellness services and teaching, as well as assist with all aspects of the Behavioral Sciences Section (“BSS”), and continuing the Department’s mandate to ensure ready access to high-quality mental health care, consistent with best practices, and tailored to the unique needs of law enforcement professionals;

WHEREAS, the City issued a Request For Proposals, RFP-2025-721-POL-DZ, Titled " APD Mental Health & Support Services," which is attached as Exhibit A, and by this reference made a part of this Agreement;

WHEREAS, the RFP provides for a comprehensive range of confidential behavioral health and support services for APD personnel and their immediate families as required by the APD;

WHEREAS, the Contractor submitted its Proposal in response to RFP-2025-721-POL-DZ, which Proposal is attached hereto as Exhibit B and by this reference made a part of this Agreement; and

WHEREAS, as a result of the Contractor's Proposal, the Contractor was selected by the City to provide the comprehensive range of services, and the Contractor has the experience and capacity necessary to provide these services;

WHEREAS, this contract is for professional/technical services in an amount greater than \$100,000 and was done in accordance with requirements under ROA 1994, § 5-5-9 and § 5-5-30; 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 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:

- A. Psychotherapy, Counseling, and Referrals
  - i. Psychotherapy and counseling services, including individual, family, and group counseling

- ii. Assistance with referrals to appropriate resources, including local/community providers and out-of-area specialized services as needed.
- iii. Services are to be provided in person, with telehealth/virtual sessions permitted on a case-by-case basis.
- iv. Counseling and therapeutic services primarily at the APD Behavioral Sciences Main Office located at 1501 Broadway Blvd. SE, Albuquerque, NM 87102, with flexibility to provide services at other APD facilities as requested. Services shall not be provided at the Contractor's private office.

**B. Availability and Critical Response Times**

- i. Provide a response, including on scene as required per SOP (Standard Operating Procedures) or requested by supervisors, to critical incidents within one (1) hour of notification.
- ii. Provide follow-up care after incidents, either directly or in coordination with other providers.
- iii. For approximately twenty-six weeks per year during the designated periods, maintain 24/7 availability for service delivery, including being in the City of Albuquerque and with no use of alcohol or other substances, during on-call periods.

**C. Consultation**

- i. Provide consultation services to supervisors, command staff, peer support teams, chaplains, families, and other APD personnel upon request.
- ii. Provide Court Testimony
- iii. Depositions as deemed necessary by APD.

**D. Evaluations and assessments**

- i. Conduct general mental health evaluations and assessments consistent with best practices.
- ii. Assessments may include general mental health screenings, symptom monitoring, and post-critical-incident evaluations prior to returning to duty.
- iii. Propose and utilize evidence-based standardized tools to track progress and outcomes.

**E. Training**

- i. Provide training to a wide range of audiences, including but not limited to sworn and non-sworn staff, supervisors, families, peer support members, and community partners.

**F. Research**

- i. Conduct applied research, including data collection, analysis, and reporting.

**G. Continuing Education**

- i. Maintain continuing education required for New Mexico professional licensure and applicable certifications.
- ii. May assist in providing training opportunities that contribute to the continuing education of APD personnel and beyond.

**H. Outreach and Promotion**

- i. Promote the Behavioral Sciences Section (BSS) services through presentations, written and electronic materials, Question and Answer (Q&A) sessions, and similar methods.
- ii. Provide outreach both internally to APD personnel and families, and externally to the community as appropriate to promote awareness of services.

**2. Term of Agreement.** The term of this Agreement shall commence upon execution and shall end on December 31, 2031, unless otherwise terminated as provided herein.

**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 Six Hundred Ninety-Six Thousand Seven Hundred Sixty-Four and 25/100 Dollars (**\$696,764.25**), which amount includes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

**B. Method of Payment.** Such amount shall be payable as follows, which rates include any applicable gross receipt tax. The annual compensation should not exceed One Hundred Thirty-Nine Thousand Three Hundred Fifty-Two and 85/100 Dollars (\$139,352.85). Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of the Contractor's properly documented invoices 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. Invoices should include dollar amount billed, total hours worked broken down by direct contact or administrative hours, the number of on-call weeks, and any other relevant information needed by the City to assess performance.

1. Seventy and No/100 Dollars (\$70.00) per hour for approximately thirty-four (34) hours of Services per week. Travel time is not billable.
2. Five Hundred and No/100 Dollars (\$500.00) per week for approximately Twenty-Six (26) weeks per year, for providing On-call Critical Incident Services.

**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 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.

**D. Responsibility to Monitor Contract.** The 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,

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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 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. 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. Kinds and amounts of insurance required are as follows:

**A. 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 acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

**B. 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.

**C. 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,

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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.

**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, 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.

**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.

Contract ID:

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

Contract ID:

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. In the event of a conflict between this Exhibit A, Exhibit B, and this Agreement, the terms and conditions of this Agreement shall control.

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.

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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 required City approval authority.

*[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: JENNIFER HARTZ LLC

Approved By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ALBUQUERQUE:**

Approved  
By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved  
By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved  
By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved  
By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_