

STATE OF NEW MEXICO
Children, Youth and Families Department (CYFD)

REQUEST FOR PROPOSALS (RFP)

Children's Trust Fund Innovative Projects and Programs



RFP # 10-69000-20-21436

RFP Release Date: August 28, 2020

Proposal Due Date: October 29, 2020

I. INTRODUCTION.....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	5
B. BACKGROUND INFORMATION.....	5
C. SCOPE OF PROCUREMENT.....	5
D. PROCUREMENT MANAGER.....	6
E. PROPOSAL DELIVERY.....	6
F. DEFINITION OF TERMINOLOGY	6
G. PROCUREMENT LIBRARY.....	9
II. CONDITIONS GOVERNING THE PROCUREMENT	9
A. SEQUENCE OF EVENTS	10
B. EXPLANATION OF EVENTS.....	10
1. Issuance of RFP.....	10
2. Acknowledgement of Receipt	10
3. Pre-Proposal Conference	11
4. Deadline to Submit Written Questions.....	11
5. Response to Written Questions	11
6. Submission of Proposal	11
7. Proposal Evaluation.....	12
8. Selection of Finalists	12
9. Best and Final Offers.....	Error! Bookmark not defined.
10. Oral Presentations.....	Error! Bookmark not defined.
11. Finalize Contractual Agreements	12
12. Contract Awards.....	13
13. Protest Deadline	13
C. GENERAL REQUIREMENTS.....	13
1. Acceptance of Conditions Governing the Procurement.....	13
2. Incurring Cost	13
3. Prime Contractor Responsibility.....	13
4. Subcontractors/Consent.....	14
5. Amended Proposals	14
6. Offeror's Rights to Withdraw Proposal.....	14
7. Proposal Offer Firm.....	14
8. Disclosure of Proposal Contents	14
9. No Obligation	14
10. Termination	15
11. Sufficient Appropriation	15
12. Legal Review	15
13. Governing Law.....	15
14. Basis for Proposal	15
15. Contract Terms and Conditions.....	15
16. Offeror's Terms and Conditions.....	16
17. Contract Deviations.....	16
18. Offeror Qualifications	16
19. Right to Waive Minor Irregularities	16
20. Change in Contractor Representatives.....	16
21. Notice of Penalties.....	16
22. Agency Rights	16
23. Right to Publish.....	16
24. Ownership of Proposals	17
25. Confidentiality.....	17
26. Electronic mail address required	17
27. Use of Electronic Versions of this RFP	17
28. New Mexico Employees Health Coverage.....	17
29. Campaign Contribution Disclosure Form.....	17

30. Letter of Transmittal.....	18
31. Disclosure Regarding Responsibility	18
32. New Mexico Preferences	19
III. RESPONSE FORMAT AND ORGANIZATION	21
A. NUMBER OF RESPONSES	21
B. NUMBER OF COPIES	ERROR! BOOKMARK NOT DEFINED.
1. Hard Copy Responses.....	Error! Bookmark not defined.
2. Electronic Responses (CYFD's E-procurement System eProNM)	Error! Bookmark not defined.
C. PROPOSAL FORMAT	22
1. Proposal Content and Organization.....	22
IV. SPECIFICATIONS.....	23
A. DETAILED SCOPE OF WORK	23
B. TECHNICAL SPECIFICATIONS	23
1. Organizational Experience.....	Error! Bookmark not defined.
2. Organizational References	25
3. Mandatory Specification.....	Error! Bookmark not defined.
4. Desirable Specification.....	Error! Bookmark not defined.
C. BUSINESS SPECIFICATIONS.....	28
1. Financial Stability	28
2. Performance Surety Bond.....	Error! Bookmark not defined.
3. Letter of Transmittal Form.....	28
4. Campaign Contribution Disclosure Form.....	28
5. Oral Presentation	Error! Bookmark not defined.
6. Cost.....	29
7. Resident Business or Resident Veterans Preference.....	29
V. EVALUATION	30
A. EVALUATION POINT SUMMARY	30
B. EVALUATION FACTORS	30
1. B.1 Organizational Experience (See Table 1)	Error! Bookmark not defined.
2. B.2 Organizational References (See Table 1).....	Error! Bookmark not defined.
3. B.4 Mandatory Specifications.....	Error! Bookmark not defined.
4. B.5 Desirable Specifications.....	Error! Bookmark not defined.
5. C.1 Financial Stability (See Table 1)	Error! Bookmark not defined.
6. C.2 Performance Bond (See Table 1).....	Error! Bookmark not defined.
7. C.3 Letter of Transmittal (See Table 1).....	Error! Bookmark not defined.
8. C.4 Campaign Contribution Disclosure Form (See Table 1).....	Error! Bookmark not defined.
9. C.5 Oral Presentation (See Table 1)	Error! Bookmark not defined.
10. C.6 Cost (See Table 1).....	Error! Bookmark not defined.
11. C.7. New Mexico Preferences.....	Error! Bookmark not defined.
C. EVALUATION PROCESS	31
APPENDIX A.....	32
ACKNOWLEDGEMENT OF RECEIPT FORM.....	32
APPENDIX B.....	34
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	34
APPENDIX C.....	37
DRAFT CONTRACT.....	37
APPENDIX D.....	51
COST RESPONSE FORM	ERROR! BOOKMARK NOT DEFINED.

APPENDIX E.....	4
LETTER OF TRANSMITTAL FORM.....	4
APPENDIX F	6
ORGANIZATIONAL REFERENCE QUESTIONNAIRE	6

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of innovative projects and programs that address prevent abuse and neglect of children; provide medical, psychological and other appropriate treatment for children who are victims of abuse or neglect; and/or develop community-based programs, projects and/or services aimed at the prevention and treatment of child abuse and neglect.

B. BACKGROUND INFORMATION

The Children's Trust Fund Act was created in 1978, [24-19-1 NMSA 1978] and is a statewide resource that advocates for and educates about the prevention of child abuse and neglect, and provides the means to develop innovative children's projects and programs.

C. SCOPE OF PROCUREMENT

The scope of procurement encompasses soliciting applicants to secure statewide innovative community-based programs that focus on primary, secondary, and tertiary child abuse & neglect prevention as well as treatment. Applicants shall provide a proposal response that aligns with the Department's:

Vision - The Children, Youth and Families Department (CYFD) partners with communities to strengthen families in New Mexico to be productive and self-sufficient.

Mission - Improving the quality of life for our children.

Principles -

- Be kind, respectful and responsive.
- Be child/youth-centric.
- Create a culture of accountability and support.
- Simplify: Do fewer, bigger things that produce results.
- Behavioral Health and Program Support strategically enveloped in all programs.
- It's all about the quality of our workers.

This RFP will result in multiple contractual agreements between two parties (awarded Offeror and CYFD), the procurement may ONLY be used by those two parties exclusively. Funding under this RFP will be awarded for a term of four (4) years, in accordance with 1978 Section 13-1-150(B). Continuation of each contract awarded as a result of this RFP is contingent upon the annual appropriation by the New Mexico Legislature or other funding sources for the period of this RFP, satisfactory contract compliance as determined by CYFD, and the Contractor's ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended.

Offerors that are awarded a contract must meet the following criteria to be eligible for funding:

- No serious audit exceptions with CYFD contracts within the last five years;
- A record of substantial compliance with contract scope of work and consistent monthly billing and reporting practice.

The Board anticipates negotiations and approval of annual budget requests for each successful offeror on an annual basis within the approximate range of \$25,000.00 and \$100,000.00 per year. The total amount of any one contract issued under this RFP may be less or greater than the amount initially awarded during the effective period of this RFP. This procurement will result in multiple awards between two parties dependent on the number and quality of the proposals received. Final funding decisions will be made to ensure an adequate service array in all geographic areas of the state.

D. PROCUREMENT MANAGER

The Children, Youth and Families Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Michelle Taylor, Procurement Manager
Telephone: (505) 372-8300
Email: Michelle.Randall@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the CYFD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of proposals submitted as described in SECTION II. B. 6. Submission of Proposal.

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-

7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the eProNM system or via email directly to the Agency assigned Procurement Manager, in such cases where eProNM or email submissions are accepted.
12. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed unless otherwise explicitly directed by the Procurement Manager.
13. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
14. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
15. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
17. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
18. “**IT**” means Information Technology.
19. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

20. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
22. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
23. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
24. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
25. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
26. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
27. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
29. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
30. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
31. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

32. “**CYFD**” means State Purchasing Division of the New Mexico State General Services Department.
33. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
34. “**State (the State)**” means the State of New Mexico.
35. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
36. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
37. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
39. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

<http://cyfd.org/for-providers/rfp>

New Mexico Taxation and Revenue Department:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

Child Welfare Information Gateway:

<https://www.childwelfare.gov/topics/preventing/>

Children’s Trust Fund Alliance:

<https://ctfalliance.org/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	CYFD	August 28, 2020
2. Acknowledgement of Receipt Form	Potential Offerors	September 11, 2020
3. Pre-Proposal Conference	Agency	RESERVED
4. Deadline to submit Questions – Round 1	Potential Offerors	September 24, 2020
5. Response to Written Questions – Round 1	Procurement Manager	September 30, 2020
6. Deadline to submit Questions – Round 2	Potential Offerors	October 8, 2020
7. Response to Written Questions – Round 1	Procurement Manager	October 14, 2020
8. Submission of Proposal	Potential Offerors	October 29, 2020
9.* Proposal Evaluation	Evaluation Committee	October 30, 2020 through November 16, 2020
10.* Selection of Finalists	Evaluation Committee	November 20, 2020
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	December 4, 2020
12.* Contract Awards	Agency/ Finalist Offerors	January 1, 2021
13.* Protest Deadline	CYFD	+15 days

* Dates indicated in Events 9 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Children, Youth and Families Department (CYFD) in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager email address as indicated in Section I.D above, to have their organization placed on the procurement Distribution List. The form must be returned to the CYFD Procurement Manager by **3:00 pm MST/ MDT** on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

“At this time, there is no pre-proposal conference scheduled, but the CYFD Procurement Manager reserves the right to schedule one at any time during the RFP process if it deems necessary.” Potential Offeror(s) placed on the procurement Distribution List will be notified via email notification in the event that a Pre-Proposal Conference is scheduled.

Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events.

Attendance at a pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal. A public log will be kept of the names of potential Offeror(s) that attended any pre-proposal conference if scheduled.

4. Deadline to Submit Written Questions – Round 1

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

5. Response to Written Questions – Round 1

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<http://cyfd.org/for-providers/rfp>

6. Deadline to Submit Written Questions – Round 2

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

7. Response to Written Questions – Round 2

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<http://cyfd.org/for-providers/rfp>

8. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline.

Proposals must be addressed and delivered to the Procurement Manager as follows:

By Email ONLY –

Michelle.Randall@state.nm.us

EMAIL Subject Line: Name of the Organization, Proposal Number, Proposal Title, and deadline date

Proposals submitted by facsimile, or other electronic means other than through the above-mentioned email, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

9. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

10. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of those Offerors whose proposals align with CYFD's Vision, Mission, and Guiding Principles and thereafter receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.4 Mandatory Specifications.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most

advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 3:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Lucy Vigil Rendon, Chief Procurement Officer
Children, Youth and Families Department
1120 Paseo de Peralta – Room 114
Santa Fe, New Mexico 87502
Lucy.Vigil-Rendon@state.nm.us

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be

considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or CYFD.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <http://cyfd.org/providers/rfp>

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or

not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. These instructions describe the format and approach for the submission of proposals. Format instructions **must** be followed, all requirements in this RFP **must** be addressed and all requested information **must** be supplied.

It is the Offeror's responsibility to ensure its proposal is submitted in a manner that enables the Evaluation Team **to easily locate all response descriptions and exhibits for each requirement of this RFP**. Page numbers should be located in the same page position throughout the proposal.

Proposals **must** be submitted by email to the address as identified in SECTION II.B.6 with the **Name of the Organization, Proposal Number, Proposal Title, and deadline date** clearly indicated on the Subject Line of the Email.

CYFD will make the final determination as to a proposal's completeness or responsiveness. Any proposal that does not adhere to this format and that does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. CYFD is not responsible for any cost incurred in the preparation or submission of a proposal. All material submitted in response to this RFP becomes property of the State of New Mexico.

Failure to conform to the specifications below may result in the disqualification of the proposal.

B. PROPOSAL RESPONSE:

Offeror's proposals must be clearly titled and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in Adobe PDF Version and in the manner outlined below.

Technical and Cost portions of Offerors proposal **must** be submitted as a separate attachments to the Email, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal."

Offerors **must** deliver:

- a) **Technical Proposals** – One ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; The Technical Proposal **SHALL NOT** contain any cost information.
 - i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section 1.F.27) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;
- b) **Cost Proposals** – One ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 1. Organizational Experience
 2. Organizational References
 3. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
 4. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal (Binder 2):

1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

PURPOSE STATEMENT: The Children's Trust Fund is dedicated to being a statewide resource which advocates for and educates about the prevention of child abuse and neglect by providing the means to develop innovative children's projects and programs to prevent child abuse, provide services for children who have been abused or neglected, and develop community services to prevent and treat child abuse and neglect.

GOAL: Develop innovative community-based projects and programs that will prevent child abuse from occurring before it happens and will provide services to those who have experienced abuse and neglect by utilizing forward thinking programs with measurable and identifiable outcomes.

OBJECTIVES: To develop innovative children's projects and programs that address one or more of the following:

CATEGORY A: Preventing abuse and neglect of children.

CATEGORY B: Providing medical, psychological and other appropriate treatment for children who are victims of abuse or neglect.

CATEGORY C: Developing community-based services aimed at the prevention and treatment of child abuse and neglect.

SERVICE DESCRIPTIONS:

All Offerors must demonstrate the willingness and ability to provide innovative community-based primary, secondary and/or tertiary child abuse and neglect prevention programs and services as described below:

1. Primary Prevention / Promotion

Primary Prevention/Promotion is described as initiating actions and efforts to prevent child abuse from happening before it occurs. The key aspects of Primary Prevention/Promotion efforts are as follows:

- It is offered to all members of a population;
- It is offered as a voluntary service;
- It attempts to influence societal forces that affect children and parents, caregivers and all who interact with children;
- It contains a component that focuses on education and training;
- It seeks to promote positive family functioning rather than just preventing problems.
- Examples of Primary Prevention/Promotion services are educational services in schools; prenatal and parenting classes; public service announcements; support services and education for new parents, especially teen parents; and life-skills training for children and young adults.

2. Secondary Prevention

Secondary Prevention is described as initiating actions and efforts to prevent child abuse when certain "risk" factors or warning signals appear. The key aspects of Secondary Prevention efforts are as follows:

- It is offered to a predefined group of "at risk" individuals;
- It is offered as a voluntary service;
- It is more problem-focused than Primary Prevention/Promotion;
- It contains a component that focuses on education and training;
- It seeks to prevent future parenting problems by focusing on identified parents, guardians or caregivers.
- Examples of Secondary Prevention efforts include support services for teen parents; services for parents of infants with specific problems; services for families with identifiable stress; self-help

services and other neighborhood support services; latchkey or child care/after school services; and community organized activities to prevent child abuse or neglect.

3. Tertiary Prevention

Tertiary prevention is taking measures to prevent the recurrence of child abuse or neglect once it has already occurred. The key aspects of tertiary prevention efforts are as follows:

- It is offered to a predefined group of individuals (families where child maltreatment has occurred);
- It is voluntary and family members indicate a willingness to engage.
- Examples of tertiary programs include intensive, home based services with trained professionals that are available to families 24 hours per day; peer-to-peer mentoring programs for parents; mental health services for children and families; parent support groups; visitation coaching.

4. Innovation

For the Children's Trust Fund (CTF) "innovation" means the creation, development and implementation of a new process or service with the aim of improving efficiency, effectiveness or competitive advantage. Innovation may apply to programs, processes and services. The CTF Board further values innovative programs, projects and/or services that are unique in design or delivery to the State, city or geographic area, as well as services that are not currently available within the targeted service area. Examples of innovation can include, but are not limited to:

- Advanced teaching methods, and/or views on a subject and forward-looking processes;
- Doing or producing something like nothing experienced or created before such as a forward-thinking program with measurable and identifiable outcomes.
- Examples of specific objectives of innovative programming regarding child abuse and neglect include, but are not limited to:
 - Increased awareness of the extent, the causes and possible solutions for all forms of child abuse and neglect;
 - Development of a broad-based, statewide public education campaign aimed at promoting positive parenting behaviors and community support of parents;
 - Disseminated academic and clinical research to those in positions to enhance practice and improve policy;
 - Promising practices, evidence-informed or replicated evidence-based child maltreatment prevention programs across the state. Improved quality of current efforts to detect, treat and prevent child abuse;
 - Facilitated exchange of best practice standards throughout the state;
 - Designed and delivered comprehensive training programs to professionals and concerned volunteers engaged in efforts to prevent child abuse and neglect;
 - Assessment of the prevalence of issues facing families such as maternal depression, substance use disorders, domestic violence and the availability of treatment services for these issues; and
 - Support of efforts in New Mexico to promote and protect the Rights of the Child.

ACTIVITIES:

1. Upon approval of a proposed project or program in accordance with this RFP, a more detailed and appropriate Scope of Work within the original scope of the RFP will be developed which contains provisions for the carrying out of the project or program. That Scope of Work will incorporate these activities along with new activities developed to carry out the innovative project or program which comports with the purpose of the Children's Trust Fund.
2. Contractor shall develop an evaluation process to demonstrate program effectiveness. Contractor will be required to provide qualitative and quantitative data collected to PROCURING AGENCY annually. For community based programs and projects that provide direct services to families, the contractor shall administer an Procuring Agency approved evaluation too and/or survey to assess protective factors and parenting skills designed to prevent

child abuse and neglect and create positive outcomes for children by improving parent/caregiver knowledge, expectations, perceptions, skills, and behaviors. Specific feedback regarding the parent's and caregiver's perception of program effectiveness and functioning must be obtained in order to enhance the quality of services.

3. Collect and compile data that includes the number of unduplicated children, unduplicated adults and unduplicated families served on a monthly and annual basis. This data shall be submitted to the CTF Program Manager monthly along with the monthly billing invoice and annually with the final invoice of the fiscal year.
4. Submit a quarterly progress report to the Procuring Agency that includes goals, objectives, and activities achieved for the quarter.
5. Submit a final report that addresses project objectives, project activity, the number and characteristics of the individuals served or targeted, approaches used, results obtained, and the extent to which the activity contributed to the prevention of child abuse and neglect or treatment for children victims of abuse and neglect in the community and/or population targeted. The report should also summarize results from the Contractor's evaluation.
6. Contractor shall develop a sustainability plan that explains how support will continue after funding ends from the CTF. The sustainability plan shall include strategies to be implemented for generating replacement funds.
7. Case Documentation when program model is provision of direct services to families:
All services provided by the Contractor and any subcontractors approved in writing by the Procuring Agency must have valid documentation that participants actually received the services. Case files must be complete, accurate and maintained in an organized manner. Case files shall also include all client demographic information, consent forms, releases of information, and any other intake forms.
8. The Contractor shall ensure that staff are qualified to deliver services as necessary within the innovative project or program. The Procuring Agency may establish qualifying criteria dependent upon the type of project or program which will be approved by the Procuring Agency and incorporated into the Scope of Work developed for the carrying out of the project or program.

PERFORMANCE MEASURES AND CONTRACTOR DATA POINTS:

1. Performance Measures will be determined based on the Contractor's response to the proposal's technical specifications, and agreed upon by the awarded organization and CYFD.

RECORD SHARING: The Contractor must provide any case records, logs, tracking sheets or database queries to PROCURING AGENCY within five (5) working days upon written request. The sharing of records shall be made in compliance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

B. TECHNICAL SPECIFICATIONS

Offerors proposals will be scored and evaluated based on the depth, breadth and validity of their response.

The order of the information shall correspond to the outline below and shall be labeled or tabbed accordingly. Each item must be answered completely. The proposal narrative is limited to fifteen (15) pages and the narrative must include responses to the Mandatory Specifications sections 1 through 4. Sections must be formatted as required in Part III Response Format and Organization.

1. Statement of Problem/Community Need/Target population 150 points

Offerors **must:**

- a) Describe the target population that is intended to be served. Determine the proposed number of individuals to be served and describe how the projected number is determined and cite the sources used to make the determination of the projected numbers. Explain how the target population will be recruited, including outreach and networking activities.

- b) Discuss how your organization demonstrates cultural competence with respect to the population to be served (Reference Section I.D – Scope of Procurement). Describe how the proposed services will respect cultural diversities while meeting the needs of clients served. (Example: provide for bi-lingual services or transportation to facilities).
- c) Identify and describe the service area for the target population and explain the need for child abuse prevention services in the target service area. Describe any needs that have not been addressed or provide a needs assessment for your community or geographic area. Focus on the unique characteristics of the need in the geographic area to be served and cite sources used to determine justification and demographic data

2. Program Design and Implementation 350 points

Offerors **must**:

- a) Describe how the proposed project or program relates to the target population and is tailored to the individual communities or geographical area to be served (rural versus urban). Include both definitions/explanations of the proposed project or program. If providing direct services, provide the number of the service activities that will be provided for the projected number of participants (Example: ten 3-hour parenting workshops or four cycles of 8-week parenting classes meeting once/week for 2 hours). Identify in the narrative if the proposed project or program will be Primary Prevention/Promotion or Secondary Prevention. (Reference Section I. D – Scope of Procurement).
- b) Describe completely in the narrative how the proposed project or program is innovative in design or delivery, will not be duplicated by other organizations in the targeted service area, and/or will build upon or enhance an existing, successful program that addresses child abuse prevention in the community.
- c) Include a timeline that identifies and describes the dates that activities are to be completed during the overall contract including the start-up dates when the project or program will be initiated and conclusion dates, if appropriate.
- d) Describe the plans developed by your organization for maintaining sustainability of this project or program and explain how support will continue after funding ends from the CTF. Please describe the strategies to be implemented for generating replacement funds. In addition, if the program has matching dollars, in-kind support and/or partnerships with other programs or agencies, please provide this information.

3. Organizational Capability 250 points

Offerors **must**:

- a) Describe the experiences and activities that qualify your organization to implement the project or program described in this RFP. Identify any significant accomplishments made within the past three (3) years that support your organization's ability to provide the proposed services. Include job descriptions and qualifications for all staff members (include in section 3 of your proposal) who will provide services in the proposed program and indicate if the person (s) is currently employed by your agency.
- b) Provide information as to how this project or program fits within your larger organizational structure or organizational work. Describe how the organization will provide additional support

to this project or program beyond the CTF funding, such as salaries, managerial support, and promotion and marketing.

- c) Explain how the proposed child abuse prevention services will engage or work with other community services operating within the targeted service area. List the names of other organizations and individuals that have a collaborative relationship or partnership with your organization.
- d) Describe any other contracts your organization currently has or has had in the past five (5) years with the CYFD and/or any other State or federal programs, noting the outcomes or results of the funded programs.
- e) Provide a summary of the continuous quality program improvement practices that will be utilized by your organization with the proposed project or program. For example, summarization of pre/post-test results, review of increases/decreases in abuse and neglect of a county's statistics (CYFD 360 Data Report) participant program evaluation surveys (such as client satisfaction data).
- f) Describe any additional technical assistance, data or capacity building your organization needs to develop in order to establish the project or program.

4. Outcomes and Performance Measures 250 points

Offerors **must** show a direct connection between the proposed activities and the specific outcomes that are expected:

- a) Propose and describe the performance measures that will be used to measure the activities and outcomes you are proposing.
- b) Propose and describe the specific outcomes and tools that will be used to demonstrate the effectiveness of this program in your community.
- c) Describe how you will verify that the services provided accomplish the goals and objectives for which they are intended. For example, if the goal is to reduce the incidence of child abuse or neglect within the service area, how will this goal be measured and determined.
- d) Identify and explain the evaluation process to be used for the proposed program and clearly describe how specific performance outcomes will be measured.
- e) Explain how your organization will determine, measure, verify and document the accomplishment of the proposed participant outcomes.
- f) Include hard copies of the evaluation instruments/tools to be used, such as pre/post-test surveys, family functioning surveys, increased number of attendees, client satisfaction surveys and self-evaluation surveys to document participant outcomes as a result of received services (this is not included in the fifteen (15) page narrative).
- g) Describe within the fifteen (15) page narrative what each tool will measure, and how the findings will be used to verify and document the accomplishment of proposed participant outcomes. If an evaluation tool has not yet been developed, describe the proposed tool and how it will be implemented once it is developed. (The evaluation instruments may be attached as an appendix to the proposal. Clearly identify the appendices that contain the evaluation instruments).

5. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Offeror **must** provide a completed budget (APPENDIX D) and a detailed justification supporting proposed costs outlined in the Budget Narrative form (Appendix D) **for the initial contract year of January 1, 2021 through December 31, 2021 only. Subsequent Budget Years will be based on application made (using the same Appendix D) by the then contractor to the Protective Services Division for review and approval no later than October 31st of each subsequent year, through the term of the contract.** The Offeror must indicate how the budget requested was determined and how each cost is related to the performance of the scope of services as outlined in Section IV.A Detailed Scope of Work. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

5. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Statement of Problem/Community Need/Target Population	150
B. 2. Program Design and Implementation	350
B. 3. Organizational Capability	250
B. 4. Outcomes and Performance Measures	250
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter of Transmittal	Pass/Fail
C.3. Cost Response	Pass/Fail
C.4. Campaign Contributions Disclosure	Pass/Fail
TOTAL POINTS AVAILABLE	1,000
C5. New Mexico Preference - Resident Vendor Points per Section IV C. 7	
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.7	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1 .B.1 Statement of Problem/Community Need/Target Population (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response in Section IV (B) (1).

2. B.2 Program Design and Implementation (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response in Section IV (B) (2).

3. B.3 Organizational Capability (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response in Section IV (B) (3).

4. B.4 Outcomes and Performance Measures (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response in Section IV (B) (4).

5. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

7. C.3 Cost Response (See Table 1)

Pass/Fail only. No points assigned.

8. C.4 Campaign Contributions Disclosure (See Table 1)

Pass/Fail only. No points assigned.

9. C.5 & C6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Children's Trust Fund Innovative Projects and Programs

RFP # 10-69000-20-21436

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than the date and time indicated in SECTION II. A Sequence of Events. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

To: Michelle Taylor, Procurement Manager

E-mail: Michelle.Randall@state.nm.us

Subject Line:

Children's Trust Fund Innovative Projects and Programs

RFP # 10-69000-20-21436

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award/awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
CHILDRENS TRUST FUND INNOVATIVE PROJECTS AND PROGRAMS
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Children, Youth and Families Department**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code, NMAC 1.4.1 *et.seq*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the Request for Proposals No. 10-69000-20-21436 for Children’s Trust Fund Innovative Project and Programs (RFP) and Contractor’s response to such document(s) are incorporated herein by reference; and]

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor shall perform the work outlined in the **Scope of Work - Attachment 1, which by reference is incorporated herein.**

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children’s behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to obtain a Background Check (a screen of the Children, Youth and Families Department’s information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC - Rp, 8.8.3.2 NMAC, 03/31/06.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed as outlined **Attachment 2 – Budget**, which by reference is incorporated herein. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed**

(AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed as outlined **Attachment 2 – Budget**, which by reference is incorporated herein. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

A. The Agency shall pay to the Contractor for services satisfactorily performed as outlined in **Attachment 2 – Budget, which by reference is incorporated herein**. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **[write out amount in words]** (**\$AMOUNT**). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on December 31, 2024 unless terminated pursuant to

paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable

personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Cabinet Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Paragraph 19, Records and Financial Audit of this agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed

circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in state and Agency policy, this agreement shall be amended to comport with current policy, rules, regulations, and law.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. If Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than \$250,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room 103
Santa Fe, New Mexico 87501

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor

certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

22. Employee Pay Equity Reporting.

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has two hundred fifty (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the agreement, whichever comes first. Should contractor not meet the size requirement for reporting at agreement award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at agreement award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

Children, Youth and Families Department
ASD – Contracts Development Unit
1120 Paseo De Peralta, Room 101
Santa Fe, NM 87501

To the Contractor:

[insert name, address and email].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

27. Licensure.

If required for the performance of the Scope of Work herein, the Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

28. Liability Insurance.

The Contractor shall maintain professional and general liability insurance, as required, for all services provided under this agreement and Contractor shall supply evidence of such coverage upon the Agency's request.

29. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
- State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
- <http://www.nmdfa.state.nm.us/Manuals.aspx>
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
 - ii. Program Title – N/A
 - iii. AGENCY/OFFICE – N/A
 - iv. GRANT NUMBER – N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at

41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

30. Property.

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **00-000000-00-0**

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

Attachment 1 – Scope of Work

CONTRACTOR NAME

e-SCOPE INSERTED HERE

Upon approval of a proposed project or program in accordance with this RFP, a more detailed and appropriate Scope of Work within the original scope of the RFP will be developed which contains provisions for the carrying out of the project or program. That Scope of Work will incorporate these activities along with new activities developed to carry out the innovative project or program which comports with the purpose of the Children's Trust Fund.

If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.

If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.

If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.

Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

Attachment 2 – Budget
CONTRACTOR NAME

The total amount payable to the Contractor under this Agreement shall be based as need is determined for each year of the contract and will include applicable gross receipts tax. The Agency reserves the right to increase amount within the Term of this Agreement and shall encumber portions of this amount as need is determined per fiscal year. To demonstrate need, the RFP’s Appendix D as approved by the Protective Services Division will be attached to each encumbrance request.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work and paid based on activities completed on a monthly basis and billed prior to the 15th of the next month.

(If not needed, remove at contract development.)

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost:

List Items here

Contractor shall provide actual receipts to demonstrate actual cost.

Mileage and Per Diem shall be paid in accordance with New Mexico Mileage and Per Diem Act.

FUNDING INFORMATION:

General Fund

APPENDIX D
CHILDREN’S TRUST FUND
COST RESPONSE INSTRUCTIONS
Annual Fiscal Year Budget
LINE ITEM BUDGET DESCRIPTIONS

This document is to be used in conjunction with the budget tables. Below are brief descriptions of each line item to consider when completing the annual budget for your proposed program or project. In addition to the line item budget, programs must submit an accompanying justification for each line item explaining what the funds will cover. **PROCURING AGENCY must approve all budgets and any budget adjustments throughout the fiscal year.**

The category totals are the sums of the following:

1. Personnel Services

List the totals for each of the following salary line items: full-time, part-time and temporary personnel. If a portion of the salary is to be paid by someone other than this PROCURING AGENCY contract, that portion should be identified as to who is responsible and the amount to be paid.

2. Employee Benefits

Budget all employee benefits or portion thereof that will be paid by this specific contract.

3. Contractual Services-*Need PROCURING AGENCY Authorization*

Examples include: Sub-contracting direct services, and audits required by PROCURING AGENCY.

4. Employee Travel

Instate travel may be paid to employees of the program who are traveling to perform work on behalf of the program. In-state travel will be reimbursed according to the N.M. Mileage and Per Diem Act. Out of state travel may be reimbursed with prior approval from the PROCURING AGENCY and in accordance with the N.M. Mileage and PerDiem Act.

5. Emergency Discretionary Funds (EDF)

Offered to families in order to provide needed household items, clothing, vehicle repair costs, pre-approved gift cards (prior to making a gift card purchase, approval must be obtained from PROCURING AGENCY). Other purchases related to maintaining the children safely in the home can be made as long as the program receives prior approval from PROCURING AGENCY. EDF can never be used for medical costs, bail, credit-card payments, vehicle purchases, alcohol, and cigarettes.

6. Training

With prior approval from PROCURING AGENCY, programs may attend trainings that are relevant to the performance of their contract.

7. Other Program Costs

Available for Prevention Awareness Events and activities on behalf of the program.

8. Operating Costs

The following costs must be cost allocated as appropriate: (1) Rent of land and buildings (office space for direct service staff); (2) Utilities; (3) Printing and photographic; (4) Telecommunications, including cell phone use for work purposes as per Procuring Agency’s policy; (5) Postage and mail; (6) Rent of equipment; (7) Supplies-Office; (8) Supplies-Educational/Recreational (curriculum, parenting tools, safety related apps & tools for staff, etc); (9) Other costs may be considered if approved by PROCURING AGENCY.

9. Administrative Overhead

Capped at 10% of the program’s monthly invoice.

**1. Personnel Services and
2. Benefits**

		1. Salaries & Wages				2. Fringe Benefits		
(A) Position/Job Title*	FTE	(B) Average # of Hrs/Month for Program	(C) Salary/Wage per Month for Program	(D) # of Months (1-12)	(E) Salary/Wage for Program	(F) Fringe Benefit Rate	(G) Fringe Benefit Cost	
*Please list each staff position individually								
Total Salaries and Wages:						Total Fringe:		

3. Contractual Services

(A) Position/Job Title	(B) Average # of Hours/Month for Program	(C) Salary/Wage per Month for Program	(D) # of months	(E) Salary/Wage for Program
Total Consultant and Contracted Services:				

4. Travel		
	Justification/Explanation: Provide as much detail as possible	Budget Amount
Instate Travel & Mileage		
Out of State Travel and Mileage		
Total Travel Costs:		

5. Emergency Discretionary Fund		
	Justification/Explanation: Provide as much detail as possible regarding planned purchases for families	Budget Amount
EDF Costs		
Total EDF Costs:		

6. Training		
	Justification/Explanation: Provide as much detail as possible regarding planned training opportunities for staff professional development	Budget Amount
Training		
Total Training Costs:		

7. Other Program Costs

	Justification/Explanation: Provide as much detail as possible regarding planned training opportunities for staff professional development	Budget Amount
Prevention Awareness Events and Activities		
Total Other Program Costs:		

8. Operating Costs

	Justification/Explanation: Provide as much detail as possible regarding operating costs and cost allocate as appropriate. Explain how shared space, utilities, equipment, etc. will be pro-rated/cost allocated. Explain costs for office supplies as well as educational/recreational supplies.	Budget Amount
Operating Costs		
Total Operating Costs:		

8. Administrative Overhead

	Capped at 10% of the total invoice	Budget Amount
Administrative Overhead		
Total Administrative Overhead Costs:		

Total Overall Cost:	
----------------------------	--

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP # 10-69000-20-21436

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

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

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to the Procurement Manager by email by the date and time indicated in SECTION II. A Sequence of Events for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 10-69000-20-21436
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the Procurement Manager by email at:

Name: Michelle Taylor, Procurement Manager
Email: Michelle.Randall@state.nm.us
Telephone: (505) 372-8300

Forms must be submitted no later than **<Insert date & time>**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager**. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: