STATE PURCHASING DIVISION
OF THE
GENERAL SERVICES DEPARTMENT

AND

CHILDREN, YOUTH AND FAMILIES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

KEEPING FAMILIES TOGETHER

RFP#
80-690-18-15324

Release Date: June 28, 2018

Proposal Due Date: September 6, 2018
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS .......................................................... 1
B. BACKGROUND INFORMATION .................................................................................. 1
C. SCOPE OF PROCUREMENT ....................................................................................... 2
D. PROCUREMENT MANAGER ..................................................................................... 3
E. DEFINITION OF TERMINOLOGY ................................................................................ 4
F. PROCUREMENT LIBRARY ......................................................................................... 8

II. CONDITIONS GOVERNING THE PROCUREMENT .......................................................... 10

A. SEQUENCE OF EVENTS .............................................................................................. 10
B. EXPLANATION OF EVENTS ....................................................................................... 10
  1. Issuance of RFP ........................................................................................................ 10
  2. Acknowledgement of Receipt .................................................................................. 11
  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. Oral Presentations .................................................................................................... 12
 10. Finalized Contractual Agreements ........................................................................ 12
 11. Contract Awards ..................................................................................................... 13
 12. Protest Deadline ..................................................................................................... 13
C. GENERAL REQUIREMENTS ......................................................................................... 14
  1. Acceptance of Conditions Governing the Procurement ........................................ 14
  2. Incurring Cost .......................................................................................................... 14
  3. Prime Contractor Responsibility ............................................................................. 14
  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 .......................................................................... 15
  9. No Obligation .......................................................................................................... 15
 10. Termination ............................................................................................................ 15
 11. Sufficient Appropriation ....................................................................................... 15
 12. Legal Review .......................................................................................................... 15
 13. Governing Law ........................................................................................................ 16
 14. Basis for Proposal ................................................................................................... 16
 15. Contract Terms and Conditions .......................................................................... 16
 16. Offeror’s Terms and Conditions ........................................................................... 17
 17. Contract Deviations .............................................................................................. 17
 18. Offeror Qualifications ............................................................................................ 17
 19. Right to Waive Minor Irregularities ...................................................................... 17
 20. Change in Contractor Representatives ................................................................ 17
 21. Notice of Penalties ................................................................................................ 17
 22. Procuring Agency Rights ....................................................................................... 17
 23. Right to Publish ...................................................................................................... 17
 24. Ownership of Proposals ....................................................................................... 18
 25. Confidentiality ....................................................................................................... 18
 26. Electronic mail address required .......................................................................... 18
III. RESPONSE FORMAT AND ORGANIZATION .............................................................. 23
   A. NUMBER OF RESPONSES ................................................................................. 23
   B. NUMBER OF COPIES ....................................................................................... 23
      1. Hard Copy Responses .................................................................................. 23
      2. Electronic Responses (SPD’s E-procurement System eProNM) as ................. 24
   C. PROPOSAL FORMAT ......................................................................................... 24
      1. Proposal Content and Organization ............................................................... 24
IV. SPECIFICATIONS .................................................................................................. 26
   A. DETAILED SCOPE OF WORK ........................................................................ 26
   B. TECHNICAL SPECIFICATIONS ..................................................................... 31
      1. Organizational Experience and Staff Qualifications ..................................... 31
      2. Organizational References .......................................................................... 31
      3. Oral Presentation ........................................................................................... 32
      4. Mandatory Specification .............................................................................. 32
      5. Desirable Specifications .............................................................................. 36
   C. BUSINESS SPECIFICATIONS ....................................................................... 36
      1. Cost Response ................................................................................................ 36
      2. Financial Stability ......................................................................................... 36
      3. Letter of Transmittal ..................................................................................... 36
      4. Campaign Contribution Disclosure Form .................................................... 36
      5. Pay Equity Reporting .................................................................................... 36
      6. Resident Business or Resident Veterans Preference (If Applicable) ............. 37
   A. EVALUATION POINT SUMMARY ................................................................ 38
   B. EVALUATION FACTORS ............................................................................... 38
      1. B.1 Organizational Experience and Staff Qualifications (50 Points) ............... 38
      2. B.2 Organizational References (50 Points) ..................................................... 39
      4. B.4 Mandatory Specifications ................................................................... 39
      5. B.5 Desirable Specifications ....................................................................... 40
      6. C.1 Financial Stability (See Table 1) .............................................................. 40
      7. C.2 Performance Bond (See Table 1) ............................................................ 40
      8. C.3 Letter of Transmittal (See Table 1) .......................................................... 40
      9. C.4 Campaign Contribution Disclosure Form (See Table 1) ......................... 40
      10. C.5 Cost (See Table 1) ................................................................................. 40
      11. C.6 New Mexico Preferences (See Table 1) ................................................ 41
   B. EVALUATION PROCESS ............................................................................... 41
APPENDIX A ............................................................................................................. 42
ACKNOWLEDGEMENT OF RECEIPT FORM ............................................................ 42
APPENDIX B ............................................................................................................. 44
CAMPAIGN CONTRIBUTION DISCLOSURE FORM ........................................... 44
APPENDIX C ............................................................................................................. 48
SAMPLE CONTRACT ................................................................................................. 48

iii
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 a supportive housing program. The awarded contractor will provide case management and supportive housing services to families with children ages 0-17 who are experiencing homelessness, and have/had involvement with New Mexico Children, Youth and Families Department (CYFD), Protective Services Division (PSD). The awarded contractor shall provide coordination and assistance in obtaining long term housing for identified families. Emphasis must be on immediate access to long term supporting housing rather than transitional housing, and the contractor must coordinate with specialized service providers in areas such as mental health, substance abuse, domestic violence, education, employment and so forth. Additionally, the contractor must adhere to a tiered case management approach that offers varied levels of case management to all family members depending on level of need.

B. BACKGROUND INFORMATION

Supportive housing and access to other needed services reduces child abuse and neglect, and prevents entry into foster care among homeless or inadequately housed families. Repeat involvement with the child welfare system is more likely to occur in families who are extremely poor, have minimal social supports, and lack safe and adequate housing. Families who are unable to afford housing are at a significantly greater risk of abusing and neglecting their children (Ferrell et al., 2010). There is a deficiency of resources for families regarding assistance for supportive housing and access to services such as behavioral health, parenting skills training and employment assistance. These types of services contribute to a family’s ability to provide safe and secure housing for children.

In 2014, the New Mexico Legislature through House Bill 2, allocated funding for a supportive housing pilot project. Since then, every fiscal year, the New Mexico Legislature has allocated a portion of the Federal Temporary Assistance of Needy Families (TANF) dollars to CYFD, from the Human Services Department in order to continue the supportive housing program, in accordance with TANF goals.

Mission of Children Youth and Families Department:

Improving the quality of life for our children.
Operating 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

CYFD Strategic Planks:

- Shore up our Core Functions- Back to Basics
- Prevention
- Law Enforcement Communications
- Financial Controls
- Community Engagement

The Children, Youth and Families Department (CYFD) began operating in 1992, following passage of the Children, Youth and Families Act by the New Mexico State Legislature in 1991. The Act described the agency purpose as follows:

- To administer all laws and exercise all functions formerly administered and exercised by the youth authority, as well as administering certain functions related to children, youth and families that were formerly administered by other departments or agencies of the state;
- To assist in the development of state policies and plans for services to children, youth and families, including policies and plans that endeavor to strengthen client self-sufficiency and that emphasize prevention without jeopardizing the necessary provision of essential treatment and early intervention services;
- To advocate for services for children, youth and families as an enduring priority in New Mexico; and
- To provide leadership to other agencies that serve children, youth and families to ensure a coordinated and integrated system of care and services for children, youth and families.

CYFD has 45 offices statewide that provide an array of services in local communities where it partners with other public, private and non-profit agencies to address the needs of children and families.

C. SCOPE OF PROCUREMENT

Funding under this RFP will be awarded for a term of up to four (4) years, one year (1) with three (3) optional one (1) year renewals in accordance with NMSA 1978 Section 13-1-150(B). Continuation of the contract and amount of funding is contingent upon the annual appropriation made by the New Mexico Legislature, contract/agreement compliance and the Contractor’s ability to provide successful services. Should contract/agreement non-compliance be determined, the
contract/agreement may be terminated or amended with revised contract/agreement terms. Contract/Agreement amendments may also be developed to effect mutually agreed upon contract terms.
Offerors that are awarded a contract/agreement must meet the following criteria to be eligible for funding:

- No serious audit exceptions with CYFD contracts within the last five years
- Is not the subject of a pending investigation for criminal fraud or Medicaid related financial improprieties
- A record of substantial compliance with contract scope of work and consistent monthly billing and reporting practice

In addition, past contract performance will be considered during the RFP evaluation and final award decisions.

The total amount of the contracts issued under this RFP may be less or greater than the amount indicated during the effective period of this RFP. The intent of this RFP is to issue multiple contract awards. The Offeror may submit proposals for one or multiple geographic areas in New Mexico. This procurement will result in multiple contracts between two parties dependent on the number and quality of the proposals received. The procurement may ONLY be used by those two parties exclusively. Final funding decisions will be made to ensure an adequate service array in all geographic areas of the state.

D. PROCUREMENT MANAGER

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

   Name: Elizabeth Montano, CYFD Chief Procurement Officer
   Address: Children, Youth & Families Department
   Administrative Services Division
   P.E.R.A. Building, Room, 103B
   1120 Paseo De Peralta
   Santa Fe, NM 87502
   Telephone: (505) 827-7855
   Email: elizabeth.montano@state.nm.us

2. All deliveries of RFP responses via express carrier must be addressed as follows:

   Name: Elizabeth Montano, c/o Theresa Mendibles, SPD
   RFP Name: Keeping Families Together
   RFP#: 80-690-18-15324
   Address: State Purchasing Division
   1100 St. Francis Dr. Room 2016
   Santa Fe, New Mexico 87505
3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the assigned RFP Procurement Manager. Offerors may contact ONLY the RFP Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the CYFD. **Protests of the solicitation or award pursuant to NMSA 1978, § 13-1-172 must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the RFP Procurement Manager be considered properly submitted.

**E. DEFINITION OF TERMINOLOGY**

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

“**Agency**” means the Children, Youth and Families Department (CYFD) or the State Procuring Agency sponsoring the Procurement action.

“**Affordable Housing**” means a dwelling that a family can obtain for 30% or less of their income.

“**Authorized individual person**” means an individual authorized to obligate the company (responding proposer) for this RFP.

“**Award**” means the final execution of the contract/agreement document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Case Tracking**” means a systematic method in which specific data is routinely collected on each case served by the organization. Case tracking systems are generally computerized, but in some communities with limited resources or small caseloads, case tracking may be done manually.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Collateral Contacts**” means sources that provide additional information to support or reinforce the assessment/evaluation and the treatment of clients.

“**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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.
Confidentiality also applies to the information obtained from and about the clients the contractor will serve. See page 28 under Case Documentation.

“Contract/Agreement” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state procuring agency or local public body.

“Core Requirements” means the minimum activities required to be provided in any specific service component.

“Cultural Competency” means the capacity to function in more than one culture, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community.

“Danger Indicators” means the credible concerns that child welfare or members of the child’s community have about the caregiver’s future actions that may harm the child.

“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.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“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 CANNOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offeror’s proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Family” means at least one parent, guardian, or custodian and at least one child age of 0-17.

“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.

“IT” means Information Technology.
“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 will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award for services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“On Site Housing” means a single housing location that houses multiple families.

“Organizational Capacity” means the capacity of an organization to oversee ongoing business and operational activities including, but not limited to, setting and implementing administrative policies, hiring and managing personnel, obtaining funding, supervising program and fiscal operations, and long term planning. Organizational structure will depend upon the unique needs of the given community, but every organization must have a designated legal entity responsible for the governance of its operations.

“Out of home placement” means a child removed from the care of parents or guardians due to the unsafe conditions.

“Parent Leadership” means creating opportunities for parents involved or previously involved in the program to provide input on program design and improvement. Additionally, parent leaders would provide peer support to other parents participating in the program.

“Performance Measure” means a quantitative or qualitative indicator used to assess the outcome or result of a program/or service.

“Performance Outcomes” means mandated client status indicators that must be recorded at intake and discharge.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts/agreements and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“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.
“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Related Field” means Human Services, Public Administration, Educational Counseling, Nursing and Health.

“Relevant Experience” means significant and demonstrable experience in providing the service to the target population.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“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.

“Responsive Offer” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Safety” means actions of protections, taken by the caregiver and network that address the danger and are demonstrated over time.

“Scattered Housing” means public housing especially for low-income families built throughout an urban area rather than being concentrated in a single neighborhood.

“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.

“Self-Sufficiency” means a family’s ability to maintain long term housing, stable income and meet the basic needs of children. It is also the family’s ability to navigate resources or assistance without the aid of others.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.
“**Stand Alone Component**” means a component that does not have to be provided in conjunction with any other component.

“**State (the State)**” means the State of New Mexico.

“**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.

“**State Purchasing Agent**” means the director of the purchasing division of the general services department.

“**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.)

“**Supervision**” means a face-to-face, group or individual supervision of staff by a supervisor who meets relevant requirements. The supervisor promotes the development of skills and responsibility in order to enhance the delivery of services.

“**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.

“**Warm Hand-Off**” means meetings that are a practice used to assist parents, guardians, or custodians in engaging in identified services that will assist in mitigating safety threats and build upon protective capacities so that a child may return home.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

**F. 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 or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:  
[http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx)
Procurement Regulations and Request for Proposal – RFP instructions: http://cyfd.org/for-providers/rfp

Documents included in the Procurement Library which support this RFP include:

- CYFD, Protective Services Division Statistical Data Information, 360 Reports, www.cyfd.org and www.pulltogether.org
- Corporation for Supportive Housing (CSH): www.csh.org
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates Sample Time Frames</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>CYFD</td>
<td>June 28, 2018</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt</td>
<td>CYFD/Offerors</td>
<td>July 09, 2018 no later than 3:00pm</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>CYFD/Offerors</td>
<td>July 09, 2018 at 1:30 pm MDST</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>July 30, 2018 at COB</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>RFP Procurement Manager</td>
<td>August 06, 2018 at COB</td>
</tr>
<tr>
<td>6. Submission of Proposal</td>
<td>Potential Offerors</td>
<td>September 06, 2018 at 3:00pm</td>
</tr>
<tr>
<td>7. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>September 10-14, 2018</td>
</tr>
<tr>
<td>8. Oral Presentations</td>
<td>Evaluation Committee</td>
<td>September 17-18, 2018</td>
</tr>
<tr>
<td>9. Selection of Finalists</td>
<td>Procuring Agency</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>10. Finalize Contractual</td>
<td>Procuring Agency/Finalist Offerors</td>
<td>October 01, 2018</td>
</tr>
<tr>
<td>Agreements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Contract Awards</td>
<td>Procuring Agency/Finalist Offerors</td>
<td>November 1, 2018</td>
</tr>
<tr>
<td>11. Protest Deadline</td>
<td>CYFD Chief Procurement Officer</td>
<td>15 day protest period shall begin on the day following the award of contracts/agreements and will end at 5:00 pm</td>
</tr>
</tbody>
</table>

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 by the State of New Mexico CYFD on Thursday, June 28, 2018.
2. Acknowledgement of Receipt
Potential Offerors should hand deliver, or return by e-mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the RFP Procurement Manager by 3:00 pm MST or MDT on Monday, July 09, 2018.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Pre-Proposal Conference
A pre-proposal conference will be held as indicated in the sequence of events beginning at 1:30 pm MST or MDT, Monday July 09, 2018 at the P.E.R.A Building, 1120 Paseo De Peralta, 5th floor Room Santa Fe NM 87502. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the sequence of events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions
Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP by 5:00 pm MST or MDT on Monday, July 30, 2018 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions
Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: http://cyfd.org/for-providers/rfp

6. 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 or MDT, Thursday, September 06, 2018. Proposals received after
this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the RFP Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the: KEEPING FAMILIES TOGETHER, RFP # 80-690-18-15324.

*** Proposals submitted by facsimile, or other electronic means, will not be accepted ***

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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(s)/agreement(s) are awarded pursuant to this Request for Proposals. Awarded in this context means the final required state Procuring Agency signature on the contract(s)/agreement(s) resulting from the procurement has been obtained.

7. Proposal Evaluation
An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the RFP 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.

8.Selection of Finalists
The Evaluation Committee will select and the RFP Procurement Manager will notify the final Offerors as per schedule Section II. A., Sequence of Events or as soon as possible.

9. Oral Presentations
Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee or SPD.

10. Finalized Contractual Agreements
Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Procuring Agency office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.
11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Children, Youth and Families Department, Protective Services Division, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 fifteen (15) calendar day protest period shall begin on the day following the award of contracts/agreements and will end at 5:00 pm Mountain Standard Time/Daylight Time 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:

Lawrence O. Maxwell, State Purchasing Agent
General Services Department
State Purchasing Division
Joseph Montoya Building, Room 2016
1100 St. Francis Drive
Santa Fe, NM 87505

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 the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost
   Any cost incurred by the potential Offeror in preparation, transmission, 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 procuring agency which may derive from this RFP. The state procuring agency entering into a contractual agreement with a Contractor will make payments to only the prime Contractor.

4. Subcontractors/Consent
   The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement. Failure to seek approval could result in termination of the contract.

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. The Procuring 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 RFP Procurement Manager and signed by the Offeror’s duly authorized representative.

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

7. Proposal Offer Firm
   Responses to this RFP, including proposal prices for services, will be considered firm for one (1) year after the due date for receipt of proposals or one (1) year after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
8. Disclosure of Proposal Contents
   A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The RFP Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
   a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
   b. Confidential data is restricted to:
      1. confidential financial information concerning the Offeror’s organization;
      2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
      3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

   If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procuring Agency shall examine the Offeror’s 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 confidential data.

9. No Obligation
   This RFP in no manner obligates the State of New Mexico or any of its Procuring Agencies to the use of any Offeror’s services until a valid written contract/agreement 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 Procuring Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation
    Any Contract/Agreement 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 Procuring Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review
    The Procuring 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 RFP 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 Procuring Agency through the RFP Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions
The Contract/Agreement between Procuring Agency and a Contractor will follow the format specified by the Procuring Agency and contain the terms and conditions set forth in the Sample Contract/Agreement (APPENDIX C). However, the contracting Procuring Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Agreement/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/Agreement.

The Procuring Agency discourages exceptions from the Contract/Agreement terms and conditions as set forth in the RFP Sample Contract/Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Procuring 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 Sample Contract/Agreement (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Procuring 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 Sample Contract/Agreement are not acceptable to the Procuring 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/Agreement negotiated with the Procuring Agency. Please 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 Procuring 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 NMSA 1978, § 13-1-83 and 13-1-85.

19. **Right to Waive Minor Irregularities**

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

20. **Change in Contractor Representatives**

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

21. **Notice of Penalties**

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

22. **Procuring Agency Rights**

The Procuring 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/Agreement term, Offerors and Contractors must secure from the Procuring Agency written approval prior to the release of any information that pertains to the potential work or activities covered by
this procurement and/or Procuring Agency Contract/Agreements deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the Contract/Agreement.

24. **Ownership of Proposals**

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

25. **Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the Contract/Agreement 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 Procuring 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 Procuring Agency, the Offeror acknowledges that the version maintained by the Procuring Agency shall govern. Please refer to: [http://cyfd.org/for-providers/rfp](http://cyfd.org/for-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
http://www.insurenewmexico.state.nm.us/.

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 disqualification.

30. Letter of Transmittal
Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
   a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
   b. Explicitly indicate acceptance of Section V of this RFP; and
   c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

31. Pay Equity Reporting Requirements
A. If the Offeror has ten (10) or more total employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a Contract/Agreement. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the
Contract/Agreement is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through a local vendor.

B. For Contracts/Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the Contract/Agreement.

C. Should Offeror not meet the size requirement for reporting at Contract/Agreement award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement/Contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at Contract/Agreement award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility
A. Any prospective Contractor and any of its Principals who enter into a Contract/Agreement greater than fifty thousand dollars ($50,000.00) with any state Procuring 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 a Contract/Agreement by any federal entity, state Procuring Agency or local public body;
   2. has within a three (3)-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/Agreement 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 (3)-year period preceding this offer, had one or more Contracts/Agreements terminated for default by any federal or state Procuring 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 Contract/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 Contract/Agreement. If during the performance of the Contract/Agreement, 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 Contract/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 Procuring Chief Procurement Officer may terminate the involved Contract/Agreement for cause. Still further the State Purchasing Agent or Procuring Agency Chief Procurement 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 Procuring Agency Chief Procurement Officer.

33. **New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (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](http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx).

A. **New Mexico Business Preference**

B. **New Mexico Resident Veterans Business Preference**

A Procuring Agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover.

Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. Technical Proposals – One (1) ORIGINAL (clearly marked on binder “ORIGINAL”) HARD COPY and Two (2) ELECTRONIC COPY (Thumb Drive) of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPIES shall be in separate labeled binders. The electronic version/copy via (Thumb Drive) CANNOT be emailed.

   • Proposals containing confidential information must be submitted as two (2) separate binders:
   • Unredacted version for evaluation purposes
   • Redacted version (information blacked out and not omitted or removed) for the public file

Cost Proposals – One (1) ORIGINAL (clearly marked on binder “ORIGINAL”) and Two (2) ELECTRONIC COPY (Thumb Drive) of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPIES of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic version/copy via (Thumb Drive) CANNOT be emailed.

The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. One (1) unredacted cd/usb, one (1) redacted cd/usb). The electronic version CANNOT be emailed.

The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.
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.

2. **Electronic Responses (SPD’s E-procurement System eProNM) as CYFD will not be accepting Electronic Responses.**

C. **PROPOSAL FORMAT**

All proposals must be submitted as follows:

1. Typewritten on standard 8 ½ x 11 inch paper (your organization may use larger paper for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.
3. One inch standard margins.
4. Pages numbered in sequential order.
5. The TOTAL number of pages for the responses to Section IV. Specifications shall not exceed twenty (20) pages.

1. **Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should 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** (Binder #1):
- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Response to Contract Terms and Conditions
- D. Offeror’s Additional Terms and Conditions
- E. Technical Specifications (except cost information which shall be included in Cost Proposal/Binder two (2) only)
  1. Target Population
  2. Program Approach & Concept
  3. Supportive Housing
  4. Collaboration and Partnerships
  5. Quality Assurance and Data
  6. Organization and Staff Qualifications
  7. Business Specifications
     a. Resident Business or Resident Veterans Preference (If applicable)
     b. Financial Stability
     c. Letter of Transmittal Form
     d. Signed Campaign Contribution Form
     e. Pay Equity
f. Other Supporting Material (If applicable)

F. Attachments

**Cost Proposal** (Binder #2):
1. Budget Narrative
2. 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. All discussion of proposed costs, rates or expenses **must** occur only in Binder #2 on the cost response form.
IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification unless otherwise instructed. The narrative, including required supporting materials will be evaluated and awarded points accordingly. CYFD will review and screen proposals for eligibility and conformity with the specifications set forth in this RFP. A preliminary review will be conducted to determine whether the proposal is eligible for evaluation or immediate rejection.

A. DETAILED SCOPE OF WORK

Scope of Work:

Purpose: The Keeping Families Together (KFT) program targets families with children ages 0-17, who have had or currently have involvement with the New Mexico Children, Youth and Families Department (CYFD) and are experiencing homelessness. Families that have been determined to be in need of these services, can be referred to the program for eligibility determination by the offeror in consultation with CYFD. The family can be referred for services if they have children in their custody and are at-risk of maltreatment or repeat maltreatment OR if the children are in CYFD custody and are working toward reunification with their parent(s). The offeror will coordinate and assist families in obtaining housing, case management, vocational or educational development, employment and other supportive services to meet the identified needs and safety of the family.

Performance Measures:

93 % of children served will not have a substantiated allegation of child abuse/neglect during KFT services or within six (6) months of discharge from KFT services.

93 % of children served will not enter foster care during KFT services or within six (6) months of discharge from KFT services.

75 % of parents receiving services will obtain vocational or educational assistance or employment by end of Phase I of the case management model (6 months).

75 % of families receiving supportive housing services and benefits will be able to contribute a minimum of 30 % of the housing costs within Phase II of the case management model (6-15 months).

Additional Performance Measures may be determined based on the offeror’s response to the proposal’s technical specifications, and agreed upon by the awarded organization and CYFD.

Target Population, Eligibility Criteria & Area of Service:
The Keeping Families Together target population consists of families with children ages 0-17 who are experiencing homelessness, and who have/had involvement with New Mexico Children, Youth and Families Department. The contractor will use their own definition of homelessness as long as the following eligibility criteria is met:

1. Families must have current or prior involvement with CYFD Child Protective Services. Families whose children are living in an out of home placement with a reunification plan, whose only barrier to reunification is housing, will be considered with approval by CYFD.
2. Families are homeless or inadequately housed.
3. Families have other unmet needs such as mental health, substance abuse, disabilities, etc.

(Target population will be defined by the offeror’s response to the proposal’s technical specifications, and agreed upon by the awarded organization and CYFD.

CYFD acknowledges that each offeror will define homelessness and “inadequately housed” differently based on their community. CYFD is willing to consider each offeror’s proposals for this section.)

Referrals, Triage and Assessment:
The referral process must include eligibility criteria for the target population, screening tool(s), assessment, triage and warm hand-off meeting. Priority must be given to those families referred by CYFD Protective Services Division, however, referrals from CYFD Early Childhood Services, Homeless Shelters or New Mexico Domestic Violence Shelters will be considered by the offeror and CYFD Program Manager. The referral process must discern the willingness of a family to engage in all aspects of the program.

(CYFD acknowledges that each offeror will assess the target population it serves differently based on their community. CYFD is willing to consider each offeror’s proposals for this section, but it must fall with the technical specifications listed below. See Technical Specification Referrals, Triage and Assessment)

Case Management:
Families have unique needs that require varied levels of case management. Offerors will use the tiered case management model outlined in Attachment 7 of the RFP to assist families throughout service provision. In addition, case management practices must be trauma informed, strengths based, and adhere to the Protective Factors Framework as described by the Strengthening Families Approach™. All families will receive evidence based or evidence informed parenting education as approved by CYFD.

a. Parent Employment, Training and Education
   The Contractor must provide families with vocational & educational support services that assist the parent with obtaining employment, job training and/or education. These services may be provided internally or the case manager must assist the family enroll through another community provider.

b. Safety Assessment and Planning
   The safety and wellbeing of the children in the home is vital to the success of the KFT program. The Contractor will be responsible to assess safety during every home visit and every contact with the parents and children. Formal safety assessments will be
conducted at minimum every three months or as family dynamics change. Safety assessment training will be provided by CYFD to the Contractor. If danger indicators arise, a formal safety assessment must be completed within 24 hours and safety plans made if needed.

c. Case Documentation
Each worker must document all case worker activities provided to children and families receiving services. The worker must document all contacts in case file within 5 calendar days of each contact. Contacts include, but are not limited to: face to face visits with any family member (including children), face to face contacts with other community providers, phone calls with the family, or phone calls with other community providers, and summaries of text messages, emails or other contacts pertinent to the case.

- Case records are confidential.
- Case record must be made available to CYFD for audits and case reviews.
- Information must not be publicly released except if required by law.
- The case record is a working tool and contains all documents that are necessary for the appropriate provision of services.
- The case record shall include but not limited to:
  - documentation of all case activities
  - historical account of the services provided to the client
  - documentation of all supervisory direction
  - completed assessments, goals, safety plans and incident reports

(CYFD acknowledges that each offeror will function differently but should be based on the above requirements. CYFD is willing to consider each offerors proposals for this section, but it must fall with the technical specifications listed below. See Technical Specification Program Approach & Concept)

Housing:
Supportive housing helps families who face complex challenges to live with stability, autonomy and dignity by combining affordable housing with services. Providers must establish relationships to assist in recruiting landlords and housing units in their community. Housing can be a scattered site or on site model depending on the community’s availability. The Contractor must determine what type of housing is appropriate for each family by conducting a thorough assessment. This assessment must include family involvement based on the needs unique to each family, such as location, school district, size and affordability.

(CYFD acknowledges that each offeror will function differently based on the community and population it serves. CYFD is willing to consider each offerors proposals for this section, but it must fall with the technical specifications listed below. See Technical Specification Supportive Housing)

Collaboration & Partnerships:
The Contractor must have on-going partnerships with other specialized service providers in areas such as mental health, substance abuse, domestic violence, education, vocation and other community based or governmental service providers. By collaborating with other community
providers the family’s identified needs are met as they develop self-sufficiency and progress through the program. Partnerships within the community create community awareness and strengthen relationships amongst providers and families. As families develop self-sufficiency opportunities for parent leadership will develop. Parent leadership includes providing support to fellow parents and guiding program development.

*(CYFD acknowledges that each offeror will function differently based on the community and population it serves. CYFD is willing to consider each offerors proposals for this section, but it must fall with the technical specifications listed below. See Technical Specification Collaboration & Partnerships)*

**Quality Assurance & Data Collection:**
The Contractor will be responsible for maintaining data on each family, including but not limited to: demographic information of all household members (including children and adults), assistance from other governmental and non-governmental providers and agencies, medical concerns, school attendance, employment, mental health and substance abuse. Data must assist in showing program effectiveness, including the program’s ability to ensure the safety and well-being of children and families. Monthly data reports must be submitted electronically with the Contractor’s invoice. CYFD will assist the offeror in collecting ongoing information regarding abuse and neglect reports and entry into foster care.

*(CYFD acknowledges that each offeror will function differently based on the community and population it serves. CYFD is willing to consider each offerors proposals for this section, but it must fall with the technical specifications listed below. See Technical Specification Quality Assurance & Data Collection)*

**Corrective Action Plans & Procedures:**
CYFD will conduct ongoing monitoring of the executed contracts to ensure compliance, as well as the delivery of high quality services. This includes monitoring performance outcomes, reviewing monthly reports, site visits which may consist of interviews with staff and/or families, review of client files, fiscal files and employee files. CYFD expects ongoing communication between CYFD program manager and the Contractor through phone calls, e-mails and face to face meetings. If there are contractual/program deficiencies, the Contractor may be placed on a corrective action plan which may result in a contract amendment that reduces total contract amount or may have their contract terminated.

**Direct Service Staff Qualifications/Experience:**
Bachelor's Degree in Social Work, Education, Counseling, Psychology, Sociology, Criminal Justice, Family Studies or a related degree (as approved by CYFD) from an accredited college/university; and one (1) year of any combination of experience including working with communities on health or social service related matters, social work/case management experience, behavioral health and/or health care. In the event an applicant does not have the above degree and experience, but has any combination of education from an accredited college or university in a related field and/or direct experience in this occupation totaling six (6) years, the offeror must contact the CYFD Program Manager and Supervisor for written approval prior to hiring.
Supervisor Qualifications/Experience:
Bachelor's Degree in Social Work, Education, Counseling, Psychology, Sociology, Criminal Justice, Family Studies, or a related degree (as approved by CYFD) from an accredited college/university and four (4) years of any combination of graduate education or experience including working with communities on health or social service related matters, social work/case management experience, behavioral health and/or health care. Licensure by the New Mexico Board of Social Work Examiners at the LBSW, LMSW, or LISW level or licensure in another state and qualified to sit for the next testing session can be in lieu of 2 of the 4 years of experience.

OR
A Bachelor's Degree in Social Work, Education, Counseling, Psychology, Sociology, Criminal Justice, Family Services or related field with approval from CYFD, from an accredited college/university and eight (8) years of any combination of experience including working with communities on health or social service related matters, social work/case management experience, behavioral health and/or healthcare.

Training:
Direct Service Staff and Supervisors must receive at minimum twelve (12) hours of training and professional development annually. All direct service staff and supervisors must be trained in an evidence-based, evidence-informed or promising practice parenting curriculum (approved by CYFD) within six (6) months of hire. Training and professional development must include but is not limited to: trauma-informed practice, developmentally supportive practice, Strengthening Families model, motivational interviewing, Nurtured Heart Approach, Safety Organized Practice and the CYFD Safety Assessment tool. CYFD will provide pertinent training opportunities throughout the contract period, however, the contractor is responsible for ensuring the 12 hours annually are met. Other training curriculums or conferences that are pertinent to housing or case management may be utilized if the offeror demonstrates that it meets the unique need of the population.

(CYFD acknowledges that each offeror will function differently based on the needs of case managers. CYFD is willing to consider each offerors proposals for this section, but it must fall with the technical specifications listed below. See Technical Specification Training)

PullTogether Community Collaboration & Engagement:
Offerors will develop a network of community members in order to strengthen connections between families and the community. Studies indicate the most successful child abuse prevention initiatives are community-led and community-driven.

The offeror is expected to initiate and coordinate an array of individual, group and community activities to include:

Collaboration:
The offeror must seek collaboration and/or discussion with parents, youth, community partners, stakeholders, service providers at the state, county and local levels to integrate services to minimize duplication and address gaps in existing services. The offeror shall identify and administer culturally responsive services and
supports. Collaborative services should include employing staff who reflect the diversity of the community they serve and affiliations with informal or natural networks such as language services, neighborhood or civic associations, faith based, organizational and recreational programs determined to be appropriate. A comprehensive list of community providers can be located on the PullTogether website: http://www.pulltogether.org.

Promotional Materials
All promotional materials such as brochures, posters and advertisements must highlight the services of KFT and Pull Together by featuring the KFT and PullTogether logo.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience and Staff Qualifications
The offeror must:
   a) Describe the organization’s experience with similar services or with the target population and why you feel that your organization is equipped to provide the outlined services in this RFP. List any significant accomplishments within the past three (3) years that would support your ability to provide these services and supports?
   b) List other contracts your organization has had with CYFD within the last (4) years, and note the outcomes of site reviews for all funded programs.
   c) Does your organization currently have staff employed that could immediately start providing supportive services? If your organization would need to hire staff for any of the proposed positions, please provide a detailed timeline of how long it would take to have the program at partial and at full capacity.
   d) Explain how your organization’s mission relates to the safety, permanency and wellbeing of children.
   e) Describe the type of training your organization provides to staff for this program that will ensure that the work requested is completed in a thorough, high quality, and timely manner. Provide specific examples of training requirements.

   How will your organization be able to ensure that all staff employed by this proposed program will attend required CYFD training in timelines set by CYFD, including but not limited to; Domestic Violence, Safety Organized Practice and Safety Assessment training?

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the
business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror’s responsibility to ensure the completed forms are received on or before September 6, 2018 no later than 3:00p.m., MST for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

Client name;
   a) Project description;
   b) Project dates (starting and ending);
   c) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
   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.

3. Oral Presentation
If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Mandatory Specification
1. Target Population
The offeror must:
   a) Define the homeless target population you intend to serve using the three criteria mentioned in the scope of work. How will you define homelessness and inadequately housed? Are there any exclusionary criteria, if so explain why?
   b) Describe the geographical area of the families that would be eligible and how many families per fiscal year you intend to serve through this program.
   c) Discuss how your organization demonstrates cultural competency, diversity, and use of programming to address community barriers such as acculturation, religious or cultural
beliefs with respect to the population to be served. Please explain how your organization will be accessible to children and their families with physical or cognitive disabilities, medical or mental health disorders, non-English speaking, deaf or hard of hearing.

d) Describe the accessibility of case management & housing services in the community you propose to serve. This shall include the hours of normal business operation, as well as what the process is to ensure that families being served through the program have access to services during the evening, weekends and holidays that may be in crisis. Describe your organizational plan for scheduling staff to ensure that 20% of all home visits with the family are conducted during non-traditional hours. (Non-traditional times are defined as Monday-Friday from 5:00 p.m. to 8:00 a.m., and on Saturday and Sunday).

2. **Program Approach and Concept**

The offeror must:

a) Describe your program vision. How will parents, children and the community benefit from this proposed program? How is this in line with the TANF goals? How do you view this program working to safely prevent Foster Care Placement and/or promote safe and stable reunification of children with their parent(s)? Describe how this aligns with your organization’s mission and vision statement.

b) **Referrals, Triage & Assessment:**

1) Describe the proposed program’s eligibility criteria and provide clear explanation of the criteria and any populations that would be excluded from eligibility into the program.

2) Describe your referral, triage and screening process to be utilized by your organization for families referred by CYFD’s Protective Services Division. If your organization has forms developed, please provide samples in attachments. How will the process be different to ensure prioritization of families referred by CYFD’s PSD versus families referred from other referral sources?

3) If it has been determined that a family is eligible, describe how your organization will conduct a warm-handoff with the referral source and family.

4) How will your organization engage the family in the program? Once the family has been engaged, how will your organization assess what the family needs are for housing, workforce or educational readiness or income capabilities and appropriate community-based services? Please provide a description and/or copy of the assessment tool. Please provide samples in attachments.

5) If a referral does not meet the program’s eligibility criteria, how will your organization notify the referring party? Include specific time frames.

c) **Case Management:**

1) Describe how your organization will implement the tiered case management model. This description shall include inter-organization and intra-organization coordination of services.

2) Describe your organization’s understanding of the Strengthening Families Approach.
3) Describe how your organization will provide clinical & reflective supervision to direct service staff, including but not limited to discussions regarding the level of family engagement, barriers identified in the family goals, workforce or educational needs of the parents/guardians and children, housing status (including self-sufficiency and reducing the reliance on subsidized housing and utilities) as well as discharge planning. What will your organization do to provide the minimum supervision requirements as outlined in the tiered case management model in Attachment 7?

4) What will be your organization’s policies and/or procedures to ensure all case documentation requirements are met and provide quality assurance of the documentation timely?

5) Describe your organization’s plan to use a family assessment to identify the needs of families. What is the timeframe for completion of the assessment tool? What assessment tool(s) are you proposing to use? Describe why these tools have been selected and how they will help drive the family service plan and goals of the family? Provide a sample of the assessment tool in attachments.

6) Describe the proposed process to develop a family plan with measurable goals and the timeframe it will be completed? How will the family be help create the family plan with the case manager? At what intervals and/or changes in the family dynamics will the family plan be updated? How will your organization ensure that a portion of the family goals are in line with the purposes of TANF? How will your staff ensure families understand their goals taking into consideration the family’s primary language, reading comprehension, cultural considerations and any other factors unique to each family?

7) How will your organization assist families in obtaining employment, enrolling in school, or enrolling in other job training programs? Give specific examples. If a family is applying for SSI, SSDI, or other type of income assistance, and is reluctant to obtain employment, describe how you will assist the family in completing the SSI application and/or finding alternative income. Give specific examples.

8) Identify the evidence based, evidence informed or promising practice parenting curriculum(s) that your organization will use to support families with children ages 0 to 17. Provide a description of how your organization will ensure that the staff is appropriately trained in the selected curriculum(s) and delivery of the curriculum to the families (i.e. classes, one-on-one instruction). If parenting is delivered off-site how will you assist parents with transportation to the classes and with childcare during the class?

9) If a parent dis-engages in services by not participating in home visits, vocational/educational or recreational activities, how will the organization make attempts to re-engage the parents? If the organization is not able to re-engage the parents, describe the process and timeline to adequately discharge a family from case management and supportive housing?

10) Describe your organization’s case closure procedure for both planned and unplanned discharges from the program.
11) Describe how your organization will determine caseload size per direct service staff. Describe the process you will use to determine each case’s level of intensity, and how that level of intensity will impact caseload size.

3. Supportive Housing
The offeror must:
   a) Describe how your organization proposes to recruit landlords and/or housing units. How will your organization establish and build a working relationship with those landlords?
   b) Describe, in detail, your organization’s housing model (i.e. location, size, and proximity to public transportation). Will it be scattered, on site housing or a combination?
   c) How will your organization use the initial assessment to determine the unique housing needs of each family? How will you involve the family in the process?
   d) How will your organization determine appropriateness of housing for the family and their ability and willingness to move toward partial or total autonomy or self-sufficiency? Provide specific examples.
   e) How will your organization overcome any barriers that arise in meeting the housing needs of a family such as a lack of rentals large enough to accommodate a family of more than 5 people? Provide specific examples of potential barriers the offeror foresees.

4. Collaboration and Partnerships
The offeror must:
   a) Identify and provide description of any internal services (i.e. mental health, substance abuse, behavior management, etc.) that are available through your organization to parents and children that would be serviced through this program.
   b) Identify community services (i.e. mental health, substance abuse, behavior management, etc.) not available through your organization that you most frequently refer families to for additional supports and services. How does your organization collaborate with those community service providers to establish a comprehensive and aligned system of care? Provide specific provider and program names.
   c) If your organization has a current working relationship with the local Workforce Solutions Department or other community based workforce/educational development programs (universities, high schools, GED programs, etc), describe how you will continue to foster the relationships in order to strengthen connections of parents to the workforce. If your organization does not currently have a working relationship, provide a description with timeframes on how you will develop and maintain those relationships.
   d) Describe how your organization will collaborate, partner and communicate with CYFD to serve children and families who are referred to your organization.

5. Quality Assurance & Data Collection
The offeror must:
   a) Describe your organizational experience in collecting and tracking performance outcomes. How will you monitor service delivery, housing support and the building of family autonomy and self-sufficiency? Describe the process for collecting quantitative and qualitative data that are consistent with the proposed services.
b) How will you receive feedback from families regarding the supportive services (i.e. surveys, interviews, etc) and how will it be used to enhance service delivery?

5. Desirable Specification

RESERVED

C. BUSINESS SPECIFICATIONS

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 (3) 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) to enable the Evaluation Committee to assess the financial stability of the Offeror.

1. Cost Response

The offeror must provide a line item budget (Appendix D) with detailed justification for all costs. All costs should be reasonable, well justified, and related to the proposed project activities.

2. 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) to enable the Evaluation Committee to assess the financial stability of the Offeror.

3. Letter of Transmittal

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.

4. 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)

5. Pay Equity Reporting

The Offeror must agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of Contract/Agreement award. A statement of concurrence with this requirement must be included in Offeror’s submitted proposal. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the Contract/Agreement is directly with the out-of-state Contractor and fulfilled directly by the out-of-state Contractor, and not passed through
a local vendor. However, such out-of-state Offerors must still submit a statement of concurrence which reads as follows: “Offeror concurs with the Pay Equity Reporting as defined in Section II.C.30. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful.”

6. Resident Business or Resident Veterans Preference (If Applicable)

If applicable, to ensure adequate consideration and application of 13-1-21 NMSA (as amended), Offerors must include a copy of their preference certificate in this section.
V. EVALUATION

A. EVALUATION POINT SUMMARY

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

<table>
<thead>
<tr>
<th>Evaluation Point Summary: Factors – shall correspond to section IV.B and IV.C</th>
<th>Points Available: 1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Technical Specifications</td>
<td></td>
</tr>
<tr>
<td>B.1. Organizational Experience</td>
<td>50</td>
</tr>
<tr>
<td>B.2. Organizational References</td>
<td>50</td>
</tr>
<tr>
<td>B.3. Oral Presentations</td>
<td>No points assigned</td>
</tr>
<tr>
<td>B.4. Mandatory Specification</td>
<td></td>
</tr>
<tr>
<td>B.4.1. Target Population</td>
<td>75</td>
</tr>
<tr>
<td>B.4.2. Program Approach &amp; Concept</td>
<td>350</td>
</tr>
<tr>
<td>B.4.3. Supportive Housing</td>
<td>275</td>
</tr>
<tr>
<td>B.4.4. Collaboration and Partnership</td>
<td>100</td>
</tr>
<tr>
<td>B.4.5. Quality Assurance and Data</td>
<td>50</td>
</tr>
<tr>
<td>B.5. Desirable Specifications</td>
<td>RESERVED</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1. Cost Response</td>
<td>50</td>
</tr>
<tr>
<td>C.2. Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.3. Letter of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4. Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.5. Pay Equity Reporting</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1000 Points</td>
</tr>
<tr>
<td>C.6. New Mexico Preference - Resident Vendor Points per Section IV C.6</td>
<td>If Applicable</td>
</tr>
<tr>
<td>C.7. New Mexico Preference - Resident Veterans Points per Section IV C.6</td>
<td>If Applicable</td>
</tr>
</tbody>
</table>

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience and Staff Qualifications (50 Points)

   Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

   1. Describe the organization’s experience with similar services or with the target population and why you feel that your organization is equipped to provide the outlined services in this RFP. List any significant accomplishments within the past three (3) years that would support your ability to provide these services and supports?
2. List other contracts your organization has had with CYFD within the last (4) years, and note the outcomes of site reviews for all funded programs.

3. Does your organization currently have staff employed that could immediately start providing supportive services? If your organization would need to hire staff for any of the proposed positions, please provide a detailed timeline of how long it would take to have the program at partial and at full capacity.

4. Explain how your organization’s mission relates to the safety, permanency and wellbeing of children.

5. Describe the type of training your organization provides to staff for this program that will ensure that the work requested is completed in a thorough, high quality, and timely manner. Provide specific examples of training requirements.

6. How will your organization be able to ensure that all staff employed by this proposed program will attend required CYFD training in timelines set by CYFD, including but not limited to; Domestic Violence, Safety Organized Practice and Safety Assessment training?

2. **B.2 Organizational References (50 Points)**

   Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. **B.3 Oral Presentation (See Table 1)**

   Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

4. **B.4 Mandatory Specifications**

   **B4.1 Target Population (75 Points)**
   Points will be awarded based on the thoroughness and clarity of the response in Section IV(B)(4.1.).

   **B4.2 Program Approach and Concept (350 Points)**
   Points will be awarded based on the thoroughness and clarity of the response in Section IV(B)(4.2.).

   **B4.3 Supportive Housing (275 points)**
   Points will be awarded based on the thoroughness and clarity of the response in Section IV(B)(4.3.).
B4.4 Collaboration and Partnerships (100 Points)
Points will be awarded based on the thoroughness and clarity of the response in Section IV(B)(4.4.).

B4.5 Quality Assurance & Data Collection (50 Points)
Points will be awarded based on the thoroughness and clarity of the response in Section IV(B)(4.5.).

5. **B.5 Desirable Specifications**
   RESERVED

6. **C.1 Financial Stability (See Table 1)**
   Pass/Fail only. No points assigned.

7. **C.2 Performance Bond (See Table 1)**
   If required. Pass/Fail only. No points assigned.

8. **C.3 Letter of Transmittal (See Table 1)**
   Pass/Fail only. No points assigned.

9. **C.4 Campaign Contribution Disclosure Form (See Table 1)**
   Pass/Fail only. No points assigned.

10. **C.5 Cost (See Table 1)**

   **C.1 Cost Response (50 Points)**
   Points will be awarded based on the thoroughness and clarity of the responses on the Cost Response Form (Appendix D)

   **C.2 Financial Stability (Pass/Fail)**
   Pass/Fail only. No points assigned.

   **C.3. Letter of Transmittal (Pass/Fail)**
   Pass/Fail only. No points assigned.

   **C.4. Campaign Contribution Disclosure Form (Pass/Fail)**
   Pass/Fail only. No points assigned.

   **C.5. Pay Equity Reporting (Pass/Fail)**
   Pass/Fail only. No points assigned.

   **C.6 New Mexico Business Preference (If Applicable)**
If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

**C.7 New Mexico Resident Veterans Business Preference (If Applicable)**

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

**11. C.6 New Mexico Preferences (See Table 1)**

**A. New Mexico Business Preference**

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

**C. New Mexico Resident Veterans Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

**B. 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 RFP Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7.

3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II.C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
APPENDIX A

REQUEST FOR PROPOSAL
Keeping Families Together
ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the RFP Procurement Manager no later than **July 09, 2018**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: ________________________________________________________________

REPRESENTED BY: ______________________________________________________

TITLE: __________________ PHONE NO.: __________________

E-MAIL: __________________ FAX NO.: __________________

ADDRESS: _____________________________________________________________

CITY: __________________ STATE: ______ ZIP CODE: __________

SIGNATURE: __________________ DATE: __________________

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

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

Elizabeth Montano, RFP Procurement Manager
RFP: 80-69-18-15324
Keeping Families Together
Administrative Services Division, Contract Development Unit
P.E.R.A. Building, Room 103B
1120 Paseo De Peralta
Santa Fe, NM  87502
(505) 827-7855
elizabeth.montano@state.nm.us
APPENDIX B

Campaign Contribution Disclosure Form
APPENDIX B

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of
their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: __________________________________________

Relation to Prospective Contractor: __________________________________________

Name of Applicable Public Official: __________________________________________

Date Contribution(s) Made: __________________________________________

Amount(s) of Contribution(s) __________________________________________

Nature of Contribution(s) __________________________________________

Purpose of Contribution(s) __________________________________________

(Attach extra pages if necessary)
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.
APPENDIX C

SAMPLE CONTRACT
SAMPLE CONTRACT

CONTRACT NO.
80-690-18-15324

STATE OF NEW MEXICO

THIS AGREEMENT is made and entered into by and between the New Mexico Children, Youth and Families Department (CYFD), State of New Mexico, herein after referred to as the "Procuring Agency", and <Enter Vendor Name> herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions [Alphabetize after list of standard clauses and required definitions are agreed upon. Remove those definitions which do not belong or are not relevant to the present Agreement.]

   A. "Agreement Administrator" means the individual appointed by the SPA to administer the Price Agreement. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]
   B. "Procuring Agency" means an agency of the executive, legislative or judicial branches of New Mexico state government as well as local public bodies including cities, counties, public schools and institutions of higher education.
   C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
   D. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
   E. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.
F. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

G. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

H. “Procuring agency” means any state agency or local public body that chooses to procure products or services under this Agreement. Other units of government, including cities, counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the SPA, are authorized to buy from this Agreement.

I. “You” and “your” refers to (Contractor Name). “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

2. **Scope of Work** Enter the contract SOW for the present Agreement Contractor shall perform the work outlined in the Scope of Work which is attached hereto as “Attachment 1 – Scope of Work”, and incorporated herein by reference, unless amended or terminated pursuant to the terms of this Agreement. In consideration for the provision of those services, the Procuring Agency agrees to purchase and the Contractor agrees to furnish the services or items of tangible personal property identified in the Scope of Work.

3. **Compensation**

The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and as outlined in the budget which is made part of this agreement as Attachment 2-Budget.
Deliverable item: U/I (unit of issue) | Price
(1) [spell out amount in words] ($numerals)
(2) [spell out amount in words] ($numerals)

The total compensation under this Agreement shall not exceed [Insert Dollar Amount in words, followed by ($numerals)] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2- including New Mexico gross receipts tax.]

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. **Acceptance** - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within fifteen (15) days from the date the procuring agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. **Issuance of Orders** - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize Purchase Orders or forms adapted by them for their own use. [Remove this language if this is a not a Price Agreement but is a contract between the Contractor and a single agency or entity.]

C. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of One and one-half percent (1.5 %) per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within thirty (30) days from the date of the acceptance of the invoice. The Procuring Agencies and the State agree to pay in full the balance shown on each account’s statement, by the due date shown on said statement.

D. **Late Charges:** If the State fails to pay as required above, the Contractor may assess a late fee on the unpaid balance of more than sixty (60) days. Late fees will be assessed at a rate based upon the billing address of each State or
Procuring Agency account; therefore, the periodic (monthly) late fee rate shall be One and one-half percent (1.5%) and the corresponding Annual Percentage Rate for the State of New Mexico will be Eighteen percent (18%). No late fee on new purchases will be assessed during the billing cycle when the purchase was made.

5. **Term**

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement. Funding under this RFP will be awarded for up to four (4) years. The agency reserves the right to renew the contract on a one (1) year basis with three (3) optional one (1) year renewals in accordance with NMSA 1978 Section 13-1-150(B). Continuation of the contract and amount of funding is contingent upon the annual appropriation made by the New Mexico Legislature, contract/agreement compliance and the Contractor’s ability to provide successful services. Should contract/agreement non-compliance be determined, the contract/agreement may be terminated or amended with revised contract/agreement terms. Contract/Agreement amendments may also be developed to effect mutually agreed upon contract terms. Contractors must meet the following criteria to be eligible for funding:
   - No serious audit exceptions with CYFD contracts within the last five years
   - Is not the subject of a pending investigation for criminal fraud or Medicaid related financial improprieties
   - A record of substantial compliance with contract scope of work and consistent monthly billing and reporting practice

6. **Default and Force Majeure**

   The State reserves the right to cancel all or any part of any orders placed under this contract without cost to the State, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subContractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subContractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **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 Paragraphs 7.A and 17, 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 17, “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.** Immediately upon receipt by either the Procuring 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 Procuring Agency; 2) comply with all directives issued by the Procuring Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Procuring Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Procuring Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Procuring Agency upon termination and shall be submitted to the Procuring Agency as soon as practicable.

8. **Amendment**

[Use this language if this Agreement is a Price Agreement:] This Price Agreement may be amended by mutual Agreement of the State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the State Purchasing Agent. Amendments affecting price
adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

[Use this language if this Agreement is a contract between a Contractor and a single agency or entity:]

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.

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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor’s agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor’s 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

[Use this language if this Agreement is a Price Agreement:]

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the State Purchasing Agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

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.

11. **Subcontracting**

[Use this language if this Agreement is a Price Agreement:]

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the State Purchasing Agent and the Procuring Agency’s Cabinet Secretary or Designee. The following subcontractor(s) have been approved to supply
resources for this Agreement. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Paragraph 16, Records and Audit of this agreement.

[Use this language if this Agreement is a contract between a Contractor and a single agency or entity:]

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the Procuring Agency’s Cabinet Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Paragraph 16, Records and Audit of this agreement.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

13. **Inspection of Plant**

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor’s regular business hours and upon prior written notice, the Contractor’s plant or place of business, or any subcontractor’s plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These
records shall be subject to inspection by the agency, the State Auditor and other appropriate state and federal authorities. 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. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3 - CYFD Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from the Procuring Agency, that any specific Standard is inapplicable to such Contractor.

17. **Appropriations**

   The terms of this Agreement, and any orders placed under it, 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, and any orders placed under it, shall terminate 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.

18. **Release**

   The Contractor, upon final payment of the amount due under this Agreement, releases 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. 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.

19. **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 prior written approval by the procuring agency.

20. **Conflict of Interest**

   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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

   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 Paragraph 20 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 Paragraph 20 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 Paragraph 20 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 Paragraph.

21. **Approval of Contractor Representative(s)**

The agency reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the agency, adequately serving the needs of the State of New Mexico.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, 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, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or
subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the agency, its officers or employees.

26. **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 by providing each employee with, as a minimum, the following web site link to additional information: [http://insurenewmexico.state.nm.us/](http://insurenewmexico.state.nm.us/).

27. **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.

28. **Limitation of Liability**

   The Contractor's liability to the agency, or any procuring agency, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the agency's, or the procuring agency's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Arbitration**

   Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

30. **Incorporation by Reference and Precedence**
If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor’s best and final offer; and (3) the Contractor’s response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor’s best and final offer if such has been made and accepted by the SPA or agency or entity; and (5) the Contractor’s response to the request for proposals.

31. **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.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor’s risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this
Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor’s performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
   F. reduce the contract price to reflect the reduced value of the services performed.
   (1) If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:
   G. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
   H. terminate the contract for default.

   **THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PURCHASING AGENT’S OR OTHER PARTY’S TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**

34. **Insurance**

   If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

   A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer’s liability: $100,000.

   B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
      a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
      b. Property damage or combined single limit coverage: $1,000,000.
      c. Automobile liability (including non-owned automobile coverage): $1,000,000.
      d. Umbrella: $1,000,000.
C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for thirty (30) days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **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.

37. **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.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the state and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys’ fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon Contractor’s trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the state for all costs, attorneys’ fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:

1. give the Contractor prompt written notice within 48 hours of any claim;
2. allow the Contractor to control the defense of settlement of the claim; and
3. co-operate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor’s opinion is likely to Become, the subject of a claim of infringement, the Contractor shall at its option and expense:
i. provide the agency the right to continue using the product or service and fully indemnify the agency against all claims that may arise out of the agency’s use of the product or service;
ii. replace or modify the product or service so that it becomes non-infringing; or,
iii. accept the return of the product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor’s obligation will be void as to any product or service modified by the agency to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **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 contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts 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 contract 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 contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract 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 contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract 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 Contract 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.

41. **Disclosure Regarding Responsibility**

G. 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;
   D. 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 B of this disclosure;
E. 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.
   1) 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.
   2) The taxpayer is delinquent in making payment. A taxpayer is delinquent in cases where enforced collection action is precluded.
   3) 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.)

H. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or person having primary management or supervisory responsibilities within a business entity or related entities.

I. 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
J. 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 be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

K. 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.

L. 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.

42. **Public Works Minimum Wage Act**

   A. If this contract is in excess of sixty thousand dollars ($60,000) and is for construction alteration, demolition or repair (or any combination of these including painting and decorating of state public buildings, state public works or state public roads and requires or involves the employment of mechanics, laborers or both), the requirements of the Public Works Minimum Wage Act, as set forth in Sections 13-4-10 through 13-4-17 are hereby incorporated into this Contract.

   B. The minimum wages and fringe benefits to be paid to various classes of laborers and mechanics at all tiers under this contract shall be based upon the wages and benefits determined by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions at the time of individual contract award under the authority of Sections 13-4-10 through 13-4-17 NMSA 1978. Using Agencies are responsible for contacting the Labor Relations Division for the current wage rate decision applicable to any resultant contract issued under this agreement and incorporation therein.
C. Such incorporated Wage Decision shall stipulate the Contractor, Subcontractor, Employer, or person acting as Contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Subsection B of Section 13-4-11 NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

D. The Contractor receiving any such award to which the Act applies shall cause this provision to be placed in all subcontracts awarded by Contractor.

E. In the event during performance under this Contract, if the Director of the Labor Relations Division makes a written finding that any laborer or mechanic employed on the site of the project has been or is being paid as a result of a willful violation a wage rate or fringe benefit rate less than the rates required, the contracting Agency may, by written notice to the Contractor, subcontractor, employer or person acting as a Contractor, terminate the right to proceed with the work or part of the work as to which there has been a willful violation to pay the required wages or fringe benefits, and the contracting Agency may prosecute the work to completion by contract or otherwise, and the Contractor or person acting as a Contractor and the Contractor’s or person’s sureties shall be liable to the State for any excess costs occasioned thereby. Any party receiving notice of termination of a project or subcontract may appeal the finding of the Director of the Labor Relations Division as provided in the Public Works Minimum Wage Act.

43. **Suspension, Delay or Interruption of Work**

   The State Purchasing Agent or other party to this Agreement may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the State Purchasing Agent or other party to this Agreement may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor’s compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

44. **Administrative Fees**

   RESERVED.

45. **Notification**

   Either party may give written notice to the other party in accordance with the terms of this Paragraph 45. Any written notice required or permitted to be given hereunder shall be deemed to
have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To agency: Lawrence O. Maxwell, State Purchasing Agent
Office address: 1100 South St. Francis Drive
(3) business days after being mailed.

To Agency: [Enter Agency information]
Office Address:
Telephone:
Fax:
Email:

To Contractor: [Enter Contractors information]

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 44. The carrier for mail delivery and notices shall be the agent of the sender.

46. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

47. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

48. **Background Checks**

Procuring Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with 8.8.3 NMAC requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Procuring Agency’s Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Procuring Agency’s Background Check
Unit will conduct nationwide, state and abuse and neglect background checks on required employees, staff or volunteers in accordance with 8.8.3 NMAC standards. A Procuring Agency eligibility letter must be in the Contractor’s employee’s, staff member’s or volunteer’s personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

49. **Health Insurance Portability and Accountability Act of 1996.**

   The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in Attachment 4, Business Associate Agreement, which is attached and incorporated by reference.

50. **Suspension and Debarment Form**

   The Contractor agrees to comply with the guidelines set forth in the Suspension and Debarment Form in Attachment 5, Suspension and Debarment Form.

51. **Federal Award Identification**

   Federal award information provided to Contractor based on Uniform Grant Guidance requirements, Title 2 Subtitle A Chapter 2 Part 200 Subpart D Section 200.331. This information relates to sub-recipients of Federal award at the time of award in Attachment 6, Federal Award Identification form.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature below:

By: ___________________________________________ Date:___________
    Monique Jacobson, CYFD Cabinet Secretary or Designee

By: ___________________________________________ Date:___________
    CYFD Legal Counsel – Certifying legal sufficiency

By: ___________________________________________ Date:___________
    CYFD Chief Financial Officer

By: ___________________________________________ Date:___________
    Contractor

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.

TAXATION AND REVENUE DEPARTMENT

ID Number: 00-000000-00-0

By: ___________________________________________ Date:___________
    Taxation and Revenue Department

STATE OF NEW MEXICO
General Services Department

This Agreement has been approved by the State Purchasing Agent of New Mexico:

By: ___________________________________________ Date:___________
    State Purchasing Agent
Attachment 1 – Scope of Work

CONTRACTOR NAME

e-SCOPE INSERTED HERE:

PullTogether Language to be Added at the end of Contractor’s SOW for FY 18 contracts where Contractor provides direct services to children or families.

1. 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.

2. 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.

3. 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.

4. 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

e-BUDGET INSERTED HERE

FUNDING INFORMATION:
CHILDREN, YOUTH AND FAMILIES DEPARTMENT’S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Revised September 3, 2013

Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these
standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.

2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency’s Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.
For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.

3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
   a. Job title;
   b. Salary range;
   c. Duties;
   d. Responsibilities of the positions;
   e. Required minimum experience;
   f. Required minimum training;
   g. Required minimum education.

4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum:
   a. Job description;
   b. Initial application/resume;
   c. Documentation of reference letters;
   d. Result of employment investigation;
   e. Background checks;
      1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member’s personnel file prior to that individual
having any unsupervised direct contact or unsupervised potential access to clients.

f. Education/experience required;
g. Wage and salary information;
h. Job performance evaluation;
i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
j. Incident reports;
k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor’s programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American’s with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.

2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty
Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).

2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD’s loss, if any to such property, in the event of fire or other hazard.

4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall name Children, Youth and Families Department as an “Additional Insured” with the insurance carrier of the contractor’s liability insurance. A copy of the contractor’s “Certificate of Liability Insurance” proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts

2. General Ledger

3. Cash receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.

5. Subsidiary ledgers, if applicable to the organization.

6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
   e. Location and use of property;
f. Disposition data including date and price, if any.

7. Payroll journals and employee earnings records.

8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
   c. Authorized check signatures;
   d. Bank reconciliations;
   e. Separation of duties;
   f. Accounting system;
   g. Travel;
   h. Cost allocation method;
   i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.

3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.

3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under $100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form “Schedule C”. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under $150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.
   b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.

3. Audits for a contractor receiving $150,000.00 to $300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance
with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.

b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.

4. Audits for a contractor receiving $300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

   a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for a contractor receiving over $500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.

   b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

6. Financial Statements, AUP and Audits must be mailed to:

   Children, Youth and Families Department
   Contract/Audit Unit
P.O. Box 5160 Santa Fe, NM  87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

COST PRINCIPLES
OMB Circular A-21, Cost Principles for Educational Institutions
OMB Circular A-87, Cost Principles for State and Local Governments.
OMB Circular A-122, Cost Principles for Non-Profit Organizations.
FASB and AICPA Statements and Professional Pronouncements.

AUDITS
OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.
OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.
FASB and AICPA Statements and Professional Pronouncements.
Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual’s health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor’s delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.

- Any disclosures by Contractor of the individual’s protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.

- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual’s protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.

- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department’s privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department’s privacy office.

- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.

- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties’ procedures for management of the individual’s protected health information.
Attachment 7- Tiered Case Management Model

All offerors must adhere to the Tiered Case Management Model described below. The Tiered Case Management Model requires offerors to assess each family’s readiness to change and willingness to engage in all aspects of the Keeping Families Together Program. After conducting a thorough intake & assessment, each family will be assigned to a case management tier (Phase I, Phase II or Phase III). The intensity of services will differ depending on the Phase the family is in. The offeror is responsible for providing the appropriate support for each family in each phase. While there is not a specific timeframe for each phase, the supervisor and worker must use the phases to help the family achieve self-sufficiency. Ultimately, the goal is that each family will reach self-sufficiency, and stable housing not provided through the Keeping Families Together program, within twenty-four months of the Warm Hand-Off. It is also suggested that families graduate to the next phase once they have met certain qualitative goals. For example:
  - Phase I: Family is connected with care services, family has established initial goals and are working towards achieving them, and/or
  - Phase II: 90% compliance with family services to medical needs, mental health, social/emotional, 90% rent & utilities paid on time, no safety concerns, Measurable progress in family goals
  - Phase III: 100% plan for transitioning out of housing program with steady income

The chart below outlines the case management activities that, at a minimum, must occur during each phase. This chart is not exhaustive as there may be other identified needs that are not addressed below.

<table>
<thead>
<tr>
<th></th>
<th>Phase I</th>
<th>Phase II</th>
<th>Phase III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ideal Length of Phase</td>
<td>0-6 months</td>
<td>6-15 months</td>
<td>15-24 months</td>
</tr>
<tr>
<td>(some families may complete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>phase sooner, others may</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>need additional time)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intake, Assessment, Goals</td>
<td>Intake &amp; Assessment</td>
<td>Assessment is</td>
<td>The family has improved their</td>
</tr>
<tr>
<td></td>
<td>are initiated. Family</td>
<td>completed and adjusted when</td>
<td>autonomy &amp; self-sufficiency by</td>
</tr>
<tr>
<td></td>
<td>and worker identify 1-2</td>
<td>needed. Family is making</td>
<td>achieving their identified</td>
</tr>
<tr>
<td></td>
<td>goals to begin working</td>
<td>progress on achieving goals</td>
<td>goals and maintaining</td>
</tr>
<tr>
<td></td>
<td>towards.</td>
<td>and new goals begin to be</td>
<td>engagement in identified</td>
</tr>
<tr>
<td></td>
<td></td>
<td>identified.</td>
<td>services.</td>
</tr>
<tr>
<td>Safety Assessment and</td>
<td>Initial Safety assessment</td>
<td>Every three months a</td>
<td>Every three months a</td>
</tr>
<tr>
<td>Planning</td>
<td>completed within 10 days of</td>
<td>formal assessment is</td>
<td>formal assessment is</td>
</tr>
<tr>
<td></td>
<td></td>
<td>completed and</td>
<td>completed and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

81
warm-handoff, Program Manager is notified. Based on outcome, case worker will develop a safety plan if needed. If determined to be unsafe, case worker will notify supervisor and immediately call SCI and/or Law Enforcement. Every three months a formal assessment is completed and documented. At each contact with family the case worker conducts informal safety assessments.

documented. At each contact with the family the case worker conducts informal assessments. Program Manager notified if determined to be safe with a safety plan. If determined to be unsafe, case worker will notify supervisor and immediately call SCI and/or Law Enforcement. A final safety assessment is completed and documented prior to discharge.

<p>| Care Services | Connected with identified care services (i.e. Medicaid, TANF, SNAP, WIC, SSI/SSDI, Substance Abuse, Mental Health, Domestic Violence) | Engaged with care services, and other identified providers such as mental health, substance abuse, domestic violence, legal, support groups, education, and employment, etc. | Family demonstrates autonomy &amp; self-sufficiency by attending to their own needs, providing own financial stability and utilizing resources as needed |
| Housing | Housing Search &amp; Applications; Understanding &amp; Signing Lease Agreement; Setting up utilities. | Applied for eligible housing lists | Transitioning to other housing |
| Income Contributions to Housing costs | Assess monetary contributions and develop a plan for the family to realistically move toward contributions of monthly payments accordingly. | Re-assess monetary contributions and an increase in family contribution of monthly payments accordingly. | Re-assess monetary contributions and an increase in family contribution of monthly payments accordingly. |
| Children’s Education (including both school) | Children enrolled at nearby school or have | Children are attending school &amp; | Children are attending school &amp; attendance is |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age children and children in daycare or preschool</td>
<td>Transportation to current school. Attendance is in good standing. Parent(s) have attended at minimum one meeting with the child’s teacher.</td>
</tr>
<tr>
<td>Parental involvement</td>
<td>Parent(s) have attended at minimum one meeting with the teacher and one school event (as able).</td>
</tr>
<tr>
<td>Parental vocational/employment, education, training and/or volunteer activities</td>
<td>Working toward obtaining employment, education, training, or volunteer activities. Employment, education, training, or volunteer activities are attended regularly. Parent(s) have obtained steady income from employment, education, training, or volunteer activities.</td>
</tr>
<tr>
<td>Parenting Education</td>
<td>Based on the family need, parent coaching will be provided to the parent through day to day activities and contact, or will introduce parent education curriculum. Begin and complete parenting education curriculum using an approved parent education curriculum. Demonstrate behavioral and parenting positive change from the parenting education curriculum. Engage in other curriculums, if needed.</td>
</tr>
<tr>
<td>Minimum number of case management visits</td>
<td>Face to Face home visits at minimum weekly with all family members and direct contact weekly Face to Face home visits every 2 weeks with all family members and direct contact weekly Face to Face home visits every 4 weeks with all family members and direct contact every 2 weeks</td>
</tr>
<tr>
<td>Relationship Building</td>
<td>The worker is developing a relationship with parents, child(ren), youth, other identified family network supports, and community providers in order to develop a family system and promote positive interactions. Parent and child(ren), youth and other identified family network supports build positive relationships with each other and with community providers. Family has built a family network of support, and is able to navigate system supports.</td>
</tr>
<tr>
<td>Discharge Planning</td>
<td>Discuss expectations and what needs to be accomplished in order to discharge. Revisit discharge plan to determine if there are any needed changes Successfully discharge from the program after acquiring stable housing, income, autonomy and self-sufficiency.</td>
</tr>
<tr>
<td>Crisis Intervention</td>
<td>Occurs at all phases of case management.</td>
</tr>
</tbody>
</table>
Tiered Case Management Model - Supervision

At a minimum, supervision will occur face to face between the supervisor and direct staff member every two weeks during all three phases. Supervision sessions must be supportive and reflective, and increased if needed. In addition supervision must occur at specific points throughout the life of a case:

- In phase I, the first supervision session must occur after the Warm Hand-Off.
- In phase II, supervision must occur after the worker completes the initial assessment. Supervision must also occur after the worker creates goals with the family.
- In phase III, supervision must occur before closure or prior to transferring to another housing program.

During supervision, the supervisor, at a minimum, must address the following:

- The family’s level of engagement
- Guidance to the worker to overcome any challenges or barriers to engagement
- The family’s progress on achieving their goals, and any guidance provided to the worker to overcome any challenges or barriers to achieving those goals
- Whether the family is ready to be discharged from the program.
Appendix D

Cost Response Form
Appendix D
Cost Response Form

July 1, 2018 to June 30, 2019
Note: The budget submitted should be a one (1) year budget

LINE ITEM BUDGET DESCRIPTIONS

This document is to be used in conjunction with the budget tables on pages 90-92. Below are brief descriptions of each line item to consider when completing your annual budget for the Keeping Families Together Program. In addition to the line item budget, programs must submit an accompanying justification for each line item explaining what the funds will cover.

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. Include vacancies. Include only the salary to be paid by the CYFD Keeping Families Together (KFT) program. If a portion of the salary is to be paid by someone other than CYFD’s KFT program, 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 the CYFD KFT contract.

3. **Contractual Services - Need CYFD Authorization**
   Examples include: Subcontracting direct services, and financial audits required by CYFD.

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 CYFD.

5. **Emergency Discretionary Funds**
   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 CYFD). Other purchases related to maintaining the children safely in the home can be made as long as the program receives prior approval from CYFD. EDF can never be used for medical costs, bail, credit-card payments, vehicle purchases, alcohol, and cigarettes.

6. **Training**
   With prior approval from CYFD, programs may attend trainings relevant to the performance of their contract.

7. **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 agency’s policy; (5) Postage and mail; (6) Rent
of equipment; (7) Other costs may be considered if approved by CYFD.

8. Administrative Overhead
   May not be billed in FY19. In FY20-22, if appropriate & approved by CYFD, administrative overhead may be considered.
# Personnel Services and Benefits

## 1. Salaries & Wages

<table>
<thead>
<tr>
<th>Position/Job Title*</th>
<th>FTE</th>
<th>Average # of Hrs/Month for Program</th>
<th>Salary/Wage per Month for Program</th>
<th># of Months (1-12)</th>
<th>Salary/Wage for Program</th>
<th>Fringe Benefit Rate</th>
<th>Fringe Benefit Cost</th>
</tr>
</thead>
</table>

*Please list each staff position individually

Total Salaries and Wages:  

## 2. Fringe Benefits

Total Fringe:

## 3. Contractual Services

| Position/Job Title | Average # of Hours/Month for Program | Salary/Wage per Month for Program | # of months | Salary/Wage for Program |

Total Consultant and Contracted Services:
## 4. Travel

<table>
<thead>
<tr>
<th></th>
<th>Justification/Explanation: Provide as much detail as possible.</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instate Travel &amp; Mileage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out of State Travel and Mileage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Travel Costs:

## 5. Emergency Discretionary Fund

<table>
<thead>
<tr>
<th></th>
<th>Justification/Explanation: Provide as much detail as possible regarding planned purchases for families.</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDF Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total EDF Costs:

## 6. Training

<table>
<thead>
<tr>
<th></th>
<th>Justification/Explanation: Provide as much detail as possible regarding planned training opportunities for staff professional development.</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Training Costs:
## 7. Operating Costs

<table>
<thead>
<tr>
<th>Operating Costs</th>
<th>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.</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Costs:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

90
APPENDIX E
Letter of Transmittal Form

RFP#: 80-690-18-15324
Offeror Name: _____________________   FED ID# _______________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

   Name _____________________________________________
   Title ________________________________
   E-Mail Address _____________________________________
   Telephone Number ________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:

   Name _____________________________________________
   Title ________________________________
   E-Mail Address _____________________________________
   Telephone Number ________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

   Name _____________________________________________
   Title _____________________________________________
   E-Mail Address _____________________________________
   Telephone Number ________________________________

5. Use of Sub-Contractors (Select one)

   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:

   __________________________________________________________
   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

   ____ Insert N/A___________________________________________
   (Attach extra sheets, as needed)

7. Please initial each item below to acknowledge your understanding and acceptance of each:

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

   _____________________________________________, 2018
   Authorized Signature and Date (Must be signed by the person identified in item #2, above).
APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Elizabeth Montano, CYFD Chief Procurement Officer
Address: Children, Youth & Families Department
Administrative Services Division
P.E.R.A. Building, Room, 103B
1120 Paseo De Peralta
Santa Fe, NM 87502
Telephone: (505) 827-7855
Email: elizabeth.montano@state.nm.us

The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
RFP # 80-690-18-15324
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, e-mail at:

Name: Elizabeth Montano, CYFD Chief Procurement Officer
Address: Children, Youth & Families Department
         Administrative Services Division
Telephone: (505) 827-7855
Email: elizabeth.montano@state.nm.us

no later than September 6, 2018, and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description;</td>
<td></td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
<td></td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</td>
<td></td>
</tr>
</tbody>
</table>
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)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you 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 you with the products developed by the vendor?
   ________ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

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

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

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