

CHILDREN, YOUTH AND FAMILIES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

Adoption Promotion and Support Services



RFP#

90-690-20-16629

May 9, 2019

June 4, 2019

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) through the New Mexico Children, Youth, and Families Department is to solicit proposals to establish a contract through competitive negotiations for the procurement of Adoption Promotion and Support Services, in support of the Protective Services Program Improvement Plan (PIP) and Title IV-B, Subpart II Five Year Plan as it pertains to the requirements of the Title IV-B, Subpart II Promoting Safe and Stable Families Program. Services are to be delivered during the period of July 1, 2019 through June 30, 2023.

B. BACKGROUND INFORMATION

The Title IV-B Subpart 2, Promoting Safe and Stable Families Grant is provided by the Children's Bureau, Administration for Children and Families, US Department of Health and Human Services to CYFD. This funding enables CYFD to develop and operate coordinated programs of community based family support services, family preservation services, family reunification services as well as adoption promotion and support services to accomplish the following objectives under the Act:

- Prevent child maltreatment among families at risk through the provision of supportive family services;
- Assure children's safety within the home and preserve families in which children have been maltreated, when the family's problems can be addressed effectively;
- Address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act (ASFA) of 1997; and
- Support adoptive families by providing support services as necessary so they can make a lifetime commitment to their children.

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 we partner 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 four (4) years, 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 US Congress, the federal Children's Bureau and New Mexico State 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 affect 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;
- 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 a single statewide contract of the funds. This procurement will result in one contracts/ agreements 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.

The Offeror who is awarded the contract will be required to provide a 33% match. This match can be in-kind or cash. The Offeror will be required to demonstrate that their organization has incurred costs or made expenditures for this specific program valued at 33% of the contract's value. This "match" is in addition to the amounts paid under the awarded contract. The match may be in-kind.

Offeror must submit a letter stating how they propose to meet the 33% match requirement within fifteen (15) days from the fully executed date of the contract. The Offeror shall also submit a second letter to the Agency Program Manager demonstrating how they met the "match" requirement with their final invoice each fiscal year.

D. PROCUREMENT MANAGER

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

Name: Vincent Lujan, Procurement Manager
Address: Children, Youth & Families Department
1120 Paseo de Peralta, PERA Bldg. Room 252-G
Santa Fe, NM 87501
Telephone: (505) 476-1044
Email: Vincent.Lujan2@state.nm.us

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the 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), the State Procuring Agency sponsoring the Procurement action.

“**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.

“**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 pages 38-39).

“**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 immediate or 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 Offerors’ 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.

“Lending Library” means literary, video or other material resources and referral information that reference adoption, mental health, behavioral health, parenting, healthy relationships, fostering, kinship care or other family related information.

“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, quantity or any other mandatory requirement.

“Most Advantageous” means CYFD will prioritize funding to programs that are most advantageous to the Agency. Preference will be given to Priority Communities. The most advantageous proposals may or may not have received the most points, but **must** meet all the mandatory specifications of this Request for Proposal.

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

“Non-Traditional Hours” means weekends, state government holidays and after 5:00 PM Monday through Friday.

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

“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 and placed with foster, relative or fictive-kin caregivers.

“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.

“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.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

“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 Line**” means a non-emergency telephonic access for adoptive parents to offer support. The warm line will be answered by a contract supervisor, contract manager, contract staff or peer mentor during traditional and non-traditional hours.

“**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:

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

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

1. CYFD, Protective Services Division Statistical Data Information, 360 Reports:
www.cyfd.org and www.pulltogether.org
2. Child Welfare Capacity Building Collaborative: <https://capacity.childwelfare.gov/>
3. California Evidence Based Clearinghouse for Child Welfare: <http://www.cebc4cw.org/>
4. Families First Prevention and Services Act
<https://www.congress.gov/115/bills/hr1892/BILLS-115hr1892enr.pdf>
5. Relative, Adoptive, Foster Parent Training
www.nmraft.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:

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	Procurement Manager	May 9, 2019
2. Acknowledgement of Receipt (Distribution List)	Agency	May 21, 2019
3. Pre-Proposal Conference	Agency	May 21, 2019
4. Deadline to submit Questions	Potential Offerors	May 23, 2019
5. Response to Written Questions	Procurement Manager	May 28, 2019
6. Submission of Proposal	Potential Offerors	June 4, 2019
7. Proposal Evaluation	Evaluation Committee	June 5, 2019 – June 11, 2019
8. Selection of Finalists	Evaluation Committee	June 12, 2019
9. Best and Final Offers	Finalist Offerors	June 13, 2019
10. Finalize Contractual Agreements	Agency/Finalist Offerors	June 25, 2019
11. Contract Awards	Agency/ Finalist Offerors	July 1, 2019
12. Protest Deadline	Procurement Manager	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Children, Youth and Families Department on May 9, 2019.

2. Acknowledgement of Receipt (Distribution List)

Potential Offerors should hand deliver, return by facsimile or registered or certified 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 Procurement Manager by 3:00 pm MDT on May 21, 2019.

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 10:00 AM Mountain Daylight Time in the May 21, 2019 in Apodaca Hall, 2nd floor, 1120 Paseo de Peralta, PERA Bldg, Santa Fe, NM 87501. 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 until May 23, 2019 at 3:00 pm Mountain Daylight Time 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: <https://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 MOUNTAIN DAYLIGHT TIME ON June 4, 2019. 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 Procurement Manager at the address listed in Section I, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Adoption Promotion and Support Services RFP #90-690-20-16629. 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 is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

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 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 Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Finalize 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 relevant Agency Procurement 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 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, 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 15 calendar day protest period shall begin on the day following the award of contracts and will end at 3:00 pm Mountain 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:

Valerie Paulk, Protest Manager/ Chief Procurement Officer
Administrative Services Division
Children, Youth & Families Department
1120 Paseo de Peralta
Santa Fe, NM 87501
Valerie.Paulk@state.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is 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.

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 Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (180) days after the due date for receipt of proposals or ninety (120) days 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 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:
- B. 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.
- C. 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 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 Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

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

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

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

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

prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. 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 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 Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, 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. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>.

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.
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 para 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more 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. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract 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 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 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract 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 contract. Offeror must further agree 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, 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 greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional

information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the 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 other party to this Agreement may terminate the involved contract for cause. Still further the other party to this Agreement may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the other party to this Agreement.

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: Adoption Promotion and Support Services RFP #90-690-20-16629, Attn: Vincent Lujan, Procurement Manager.

Offerors should deliver:

- a. **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file One (1) hard copy and one (1) electronic copy.
- b. **Cost Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT 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 can NOT 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.

Both the electronic submission and the original proposal must be received no later than the time and date indicated in Section II.B.6.

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

OR IN THE ALTERNATIVE TO THE SUBMISSION FORMAT AND REQUIREMENTS OF SECTION III.B.1:

C. PROPOSAL FORMAT

All proposals that do not adhere to the Proposal Format requirements below may be deemed non-responsive and rejected on that basis.

- Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.).
- Pages must be one-sided, one and one-half spaced and numbered.
- Typeface must be easily readable such as Arial, Courier, or Times Roman and type size must be 12-point.
- Each proposal must be placed within a binder with tabs delineating each section.
- There is a ten (10) page limitation for the Technical Specifications response section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

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.

The proposal must be bound, 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. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 - a)Organizational Experience
 - b)Organizational References
 - c)Mandatory Specification
 - d)Desirable Specification
 - e)Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 - f)Signed Campaign Contribution Form
- e. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

- a. 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.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

Goal: Provide opportunities for adoptive families to participate in information sharing activities and training to gain knowledge and skills to assist them in supporting their children.

Objectives: Increase the opportunity for adoptive families and their children to participate in adoption promotion and support activities.

Activities: The Contractor Shall:

1. Provide adoption promotion services to private adoptive families, step-parent adoptive families and Children Youth and Families Department (CYFD) Protective Services adoptive families. CYFD county offices are organized into five (5) Regions as follows:

Region 1: Cibola, McKinley, San Juan, Sandoval, Torrance and Valencia

Region 2: Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union

Region 3: Bernalillo

Region 4: Chaves, Curry, De Baca, Eddy, Harding, Lea, Quay and Roosevelt

Region 5: Catron, Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra and Socorro

- a) Each region shall have (2) peer mentor and shall reside in the region they will be serving.
 - b) Services shall be promoted by attending CYFD staff meetings to inform CYFD Staff of available services and events.
 - c) Collaborate with the CYFD Heart Gallery, Adoption Consultants and CYFD Placement Staff to reach out to pre and post adoptive families to inform them of available services and events within their communities.
 - d) Contractor shall publicize a calendar of events on their website and others such as SHARE New Mexico and others. Contractor shall submit the calendar events to the CYFD Digital Media Manager for posting.
 - e) Contractor shall participate in the planning of CYFD's Annual Adoption and Guardianship Conference.
2. Identify and provide the Agency with names of one (1) Contract Manager, one (1) Program Supervisor, adoptive parents to serve as peer mentors and child care staff.
 - a) Contract Manager Qualifications: The contract manager shall have a Master's Degree in Social Work from a school of social work accredited by the Council of social Work education and licensed by the New Mexico Board of Social Work

Examiners OR hold a Master's Degree from an accredited degree granting institution in sociology, psychology, guidance and counseling, be licensed at the Licensed Professional Clinical Counsel level (L.P.C.C.) by the Counseling and Therapy Practice Board; and have two years of full time experience in working with adoptive families.

- b) Program Supervisor Qualifications: The program supervisor shall have a Bachelor's Degree in Social Work or a human services related field specifically defined as a Bachelor's degree in Education, Counseling, Psychology, Sociology, Criminal Justice or Family Services. All services must be provided in accordance with each licensing act that governs the licensed staff.
 - c) Peer Mentor Qualifications: The Peer Mentors shall be adoptive parents who have adopted at least one child and who have been adoptive parents for at least two years.
 - d) Child Care Qualifications: Individuals assisting with child care must be at least 18 years of age and pass a CYFD background check.
3. Provide networking events in each region on a quarterly basis following the state fiscal year. The networking events shall provide opportunities for adoptive parents to network and share resources. Networking events should encourage adoptive families to develop relationships with one another that will result in peer to peer support.
- a) Networking activities may include:
 - Family friendly field trips
 - Movie nights
 - Recreational sporting activities
 - Craft activities
 - b) Data for each networking event shall be collected. Data shall include:
 - The region of where each networking event took place;
 - The number of participants for each networking event;
 - The county that each participant resides in;
 - The type of activity conducted during the networking event and
 - Satisfaction of participants via a survey that rates the activity, tools, skills and resources the parent may have gained during the networking event.

Data for each networking event shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

4. Provide and coordinate informational and skill building trainings for adoptive parents throughout the state of New Mexico. The trainings shall create an opportunity for adoptive families to gain skills and tools to assist in parenting children from the foster care system.

- a) Provide at least three trainings in each region per quarter. This requires the Contractor to provide minimum of 60 trainings for adoptive parents each year. These trainings shall be for a minimum duration of two hours.
- b) Trainings shall be planned in coordination with CYFD adoptive parents and CYFD Program Manager.
- c) Provide the list of planned trainings for each quarter to the CYFD Program Manager.
- d) The Contractor may invite CYFD adoption consultants or guest speakers to these trainings to address issues of concern that are requested by the adoptive parents.
- e) Trainings shall be made available to the entire region via webinar and/or other technology.
- f) The Contractor must be responsible for providing a facility for all trainings.
- g) The Contractor is required to provide child care for adoptive parents during these trainings.
- h) Data for each training shall be collected. Data shall include:
 - Region of where each training took place;
 - Number of participants for each training;
 - County that each participant resides in;
 - Type and length of training provided;
 - Satisfaction of participants via a survey that rates the training curriculum, trainer(s), tools and skill the parent(s) may have gained during the training.

Training data shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

5. Coordinate with the CYFD Heart Gallery Coordinator to provide informational meetings following each Heart Gallery adoption matching event. The informational meetings are intended to promote adoption support services and shall target licensed families interested in adopting children freed for adoption.
 - a) The contractor shall coordinate the informational meetings and will seek collaboration from the CYFD Heart Gallery Coordinator and CYFD Placement staff in the region.
 - b) The Contractor shall secure a location for each informational meeting.
 - c) The contractor shall provide childcare for all informational meetings.
 - d) Provide information and available resources to all attendees about the trajectory of the adoption process, available services to families and children including post adoption services.

Data for each informational meeting shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

6. Provide and maintain a lending library of adoption resource and referral information to share with adoptive families. The lending library materials will be provided to the Contractor by the Agency through a check out system.

- a) Resources must be available to be checked out by any adoptive parent or adoptive professional in the state.
 - b) The Contractor shall be responsible for delivery of the resources so they are easily accessible to adoptive parents and adoptive professionals throughout the state.
 - c) The contractor shall maintain a detailed list of the goods purchased under the agreement and provide the list to the agency the end of each fiscal year.
7. Provide an online support network so that families can correspond with other families throughout the state. The Contractor will provide the CYFD Program Manager access to information as requested by the Agency.
8. Provide non-emergency phone access (warm line) so that adoptive parents can access Contractor staff and peer mentors in each region who can provide adoption support during traditional and non-traditional hours.
- a) The contract supervisor, contract manager and peer mentors shall provide this service and develop a rotation list of whom will be taking calls.
 - i. The Contractor shall return all calls within three (3) calendar days.
 - ii. Data for each call shall be collected. Data shall include:
 - Region of where each call originated from;
 - Number of calls received via call log;
 - County of origin for each call;
 - Reason for call;
 - Outcome(s) for each call.

Warm line data shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

9. The Contractor shall complete an annual evaluation report for services provided including a detailed listing of final expenditures by the end of each fiscal year and the end of the full contract term. The evaluation report shall cover the outcomes of the Contractor's performance measures, all data collected, documentation and narrative to determine the efficacy of services offered. The evaluation shall include the following
- a) Total number of children served per county and region;
 - b) Total number of families served per county and region;
 - c) Total number of trainings offered per county and region;
 - d) Total number network opportunities offered per county and region;
 - e) Total number and ages of children who accessed child care;
 - f) Total number of individuals who accessed the warm line and online network;
 - g) Total number of individuals who accessed the lending library;
 - h) Aggregate data from surveys collected and their results;
 - i) Narrative of barriers the contractor has experienced in providing services;
 - j) Narrative of successful outcomes from all services provided;

- k) Service delivery gaps; and
- l) Recommendations to improve services to adoptive parents.

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.

B. TECHNICAL SPECIFICATIONS

Offerors must respond in the form of a thorough narrative answering the questions relating to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly. The proposal narrative may be no more than ten (10) pages in length. Offerors will be scored and evaluated based on the depth, breadth and value of their response.

The order of the information shall correspond to the outline below and shall be labeled or tabbed accordingly. Each item must be answered completely. The proposal narrative is limited to ten (10) pages and the narrative must include sections 1, 2, 3, and 4 below; section 5 and 6 are not part of the ten (10) page limitation. Sections must be formatted as required in Part III, section C.

1. Organizational Experience

Offerors **must**:

- a. Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a community based provider who offers programming that promotes the safety, stability and well-being of children and their families. All relevant experience provided to private sector will also be considered;
- b. Explain how your organization's mission relates to the safety, permanency and wellbeing of children.
- c. Describe any significant accomplishments within the past three (3) years that would support your ability to provide these services and supports?

2. Target Population

- a. Describe the target population that you intend to serve. Demonstrate your organization's knowledge of the target population, including (but not limited to) cultural competency, diversity and rural populations by clearly describing characteristics of the families you intend to serve.
- b. Please indicate how your organization will provide services to the rural and underserved areas and if so, include the location of any subcontractor, satellite, or other agency office sites.

3. Program Design

- a. Provide a description for the Adoption Promotion Support Services program. Specifically, what do you want for the families, children and community in this specific program?
- b. Describe how your organization will collaborate and partner with CYFD and community organizations to serve adoptive families who have been referred to this program. This description shall include names of partnering community organizations, as well as interagency and intra-organization coordination of services.
- c. Describe the components, services and methodologies your program will utilize that are essential in your ability to provide quality services and your ability to reach the applicable performance measures. Ensure that every item outlined in the Scope of Procurement is addressed.
- d. Describe the flow of services for adoptive families that will be referred to this program, as described in this RFP. Provide a description of the intake, assessment, referral and outreach processes.
- e. Describe your organization's ability to implement services beginning approximately July 1, 2019; include a timeline for service implementation.

4. Outcomes

- a. Propose and describe how your organization will meet the required outcomes, deliverables and performance measured outlined in the Scope of Work.
- b. Describe your organization's quality assurance process, how it collects data and will meet the required outcomes, deliverables and each performance measure outlined in the Scope of Procurement.
- c. Describe how the proposed program will measure client satisfaction. If a specific tool or questionnaire is used, provide a description of the tool. Client Satisfaction Surveys shall include both families who are receiving services and CYFD staff whom are making the referrals.

5. 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 June 4, 2019 at 3:00 pm 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:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Client project manager name, telephone number, fax number and e-mail address.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

4. Cost

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. Administrative overhead is capped at 10% per invoice. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

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.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
B.1. Organizational Experience	200
B.2. Target Population	150
B.3. Program Design	450
B.4. Outcomes	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.4. Cost	100
TOTAL	1,000 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

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

2. B.2 Target Population (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response in Section IV(B) (3.1).

3. B.3 Program Design (See Table 1)

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

4. B.4 Outcomes (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response in Section IV(B) (3.8).

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

7. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

8. C.4 Cost (See Table 1)

Points will be awarded based on the thoroughness and clarity of how the offeror determined the fee rate.

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Cost}}{\text{----- This Offeror Cost}} \times \text{Available Award Points}$$

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of 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

Adoption Promotion and Support Services
90-690-20-16629

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 G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 PM MDT May 21, 2019. 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.

Vincent Lujan, Procurement Manager
Adoption Promotion and Support Services 90-690-20-16629
Children, Youth & Families Department
1120 Paseo de Peralta, PERA Bldg. Room 252-G
Santa Fe, NM 87501
E-mail: Vincent.Lujan2@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

SAMPLE CONTRACT

STATE OF NEW MEXICO

CHILDREN, YOUTH AND FAMILIES DEPARTMENT

Adoption Promotion and Support Services

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor shall perform the work outlined in the **Scope of Work - Attachment 1**.

2. Compensation.

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

B. Payment in FY20, FY21, FY22, and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on June 30, 2023 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing

services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this 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 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.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the Agency:

State of New Mexico

Children, Youth and Families Department

PSD – Contracts Unit

PERA Building, Room 252-G

1120 Paseo De Peralta

Santa Fe, NM 87501

To the Contractor:

[CONTRACTOR INFORMATION].

26. Authority.

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

27. Background Checks.

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 Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency 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. An Agency eligibility letter must be in the Contractor employee's, staff members, or volunteer's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

28. 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.

29. 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**.

30. 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 by the DFA Contracts Review Bureau below.

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

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

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____

Attachment 1 – Scope of Work

CONTRACTOR NAME

Goal: Provide opportunities for adoptive families to participate in information sharing activities and training to gain knowledge and skills to assist them in supporting their children.

Objectives: Increase the opportunity for adoptive families and their children to participate in adoption promotion and support activities.

Activities:

The Contractor Shall:

1. Provide adoption promotion services to private adoptive families, step-parent adoptive families and Children Youth and Families Department (CYFD) Protective Services adoptive families. CYFD county offices are organized into five (5) Regions as follows:

Region 1: Cibola, McKinley, San Juan, Sandoval, Torrance and Valencia

Region 2: Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union

Region 3: Bernalillo

Region 4: Chaves, Curry, De Baca, Eddy, Harding, Lea, Quay and Roosevelt

Region 5: Catron, Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra and Socorro

- a) Each region shall have (2) peer mentor and shall reside in the region they will be serving.
 - b) Services shall be promoted by attending CYFD staff meetings to inform CYFD Staff of available services and events.
 - c) Collaborate with the CYFD Heart Gallery, Adoption Consultants and CYFD Placement Staff to reach out to pre and post adoptive families to inform them of available services and events within their communities.
 - d) Contractor shall publicize a calendar of events on their website and others such as SHARE New Mexico and others. Contractor shall submit the calendar events to the CYFD Digital Media Manager for posting.
 - e) Contractor shall participate in the planning of CYFD's Annual Adoption and Guardianship Conference.
2. Identify and provide the Agency with names of one (1) Contract Manager, one (1) Program Supervisor, adoptive parents to serve as peer mentors and child care staff.
 - a) Contract Manager Qualifications: The contract manager shall have a Master's Degree in Social Work from a school of social work accredited by the Council of social Work education and licensed by the New Mexico Board of Social Work Examiners OR hold a Master's Degree from an accredited degree granting institution in sociology, psychology, guidance and counseling, be licensed at the Licensed Professional Clinical Counsel level (L.P.C.C.) by the Counseling and

Therapy Practice Board; and have two years of full time experience in working with adoptive families.

- b) Program Supervisor Qualifications: The program supervisor shall have a Bachelor's Degree in Social Work or a human services related field specifically defined as a Bachelor's degree in Education, Counseling, Psychology, Sociology, Criminal Justice or Family Services. All services must be provided in accordance with each licensing act that governs the licensed staff.
 - c) Peer Mentor Qualifications: The Peer Mentors shall be adoptive parents who have adopted at least one child and who have been adoptive parents for at least two years.
 - d) Child Care Qualifications: Individuals assisting with child care must be at least 18 years of age and pass a CYFD background check.
3. Provide networking events in each region on a quarterly basis following the state fiscal year. The networking events shall provide opportunities for adoptive parents to network and share resources. Networking events should encourage adoptive families to develop relationships with one another that will result in peer to peer support.
- a) Networking activities may include:
 - Family friendly field trips
 - Movie nights
 - Recreational sporting activities
 - Craft activities
 - b) Data for each networking event shall be collected. Data shall include:
 - The region of where each networking event took place;
 - The number of participants for each networking event;
 - The county that each participant resides in;
 - The type of activity conducted during the networking event and
 - Satisfaction of participants via a survey that rates the activity, tools, skills and resources the parent may have gained during the networking event.

Data for each networking event shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

4. Provide and coordinate informational and skill building trainings for adoptive parents throughout the state of New Mexico. The trainings shall create an opportunity for adoptive families to gain skills and tools to assist in parenting children from the foster care system.
- a) Provide at least three trainings in each region per quarter. This requires the Contractor to provide minimum of 60 trainings for adoptive parents each year. These trainings shall be for a minimum duration of two hours.

- b) Trainings shall be planned in coordination with CYFD adoptive parents and CYFD Program Manager.
- c) Provide the list of planned trainings for each quarter to the CYFD Program Manager.
- d) The Contractor may invite CYFD adoption consultants or guest speakers to these trainings to address issues of concern that are requested by the adoptive parents.
- e) Trainings shall be made available to the entire region via webinar and/or other technology.
- f) The Contractor must be responsible for providing a facility for all trainings.
- g) The Contractor is required to provide child care for adoptive parents during these trainings.
- h) Data for each training shall be collected. Data shall include:
 - Region of where each training took place;
 - Number of participants for each training;
 - County that each participant resides in;
 - Type and length of training provided;
 - Satisfaction of participants via a survey that rates the training curriculum, trainer(s), tools and skill the parent(s) may have gained during the training.

Training data shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

- 5. Coordinate with the CYFD Heart Gallery Coordinator to provide informational meetings following each Heart Gallery adoption matching event. The informational meetings are intended to promote adoption support services and shall target licensed families interested in adopting children freed for adoption.
 - a) The contractor shall coordinate the informational meetings and will seek collaboration from the CYFD Heart Gallery Coordinator and CYFD Placement staff in the region.
 - b) The Contractor shall secure a location for each informational meeting.
 - c) The contractor shall provide childcare for all informational meetings.
 - d) Provide information and available resources to all attendees about the trajectory of the adoption process, available services to families and children including post adoption services.

Data for each informational meeting shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

- 6. Provide and maintain a lending library of adoption resource and referral information to share with adoptive families. The lending library materials will be provided to the Contractor by the Agency through a check out system.
 - a) Resources must be available to be checked out by any adoptive parent or adoptive professional in the state.

- b) The Contractor shall be responsible for delivery of the resources so they are easily accessible to adoptive parents and adoptive professionals throughout the state.
 - c) The contractor shall maintain a detailed list of the goods purchased under the agreement and provide the list to the agency the end of each fiscal year.
7. Provide an online support network so that families can correspond with other families throughout the state. The Contractor will provide the CYFD Program Manager access to information as requested by the Agency.
8. Provide non-emergency phone access (warm line) so that adoptive parents can access Contractor staff and peer mentors in each region who can provide adoption support during traditional and non-traditional hours.
- a) The contract supervisor, contract manager and peer mentors shall provide this service and develop a rotation list of whom will be taking calls.
 - i. The Contractor shall return all calls within three (3) calendar days.
 - ii. Data for each call shall be collected. Data shall include:
 - Region of where each call originated from;
 - Number of calls received via call log;
 - County of origin for each call;
 - Reason for call;
 - Outcome(s) for each call.

Warm line data shall be provided to the Agency along with their monthly invoice on the fifteenth (15) of each month. Should the 15th fall on a weekend or on a day the Agency is closed the contractor shall provide their data on the next business day.

9. The Contractor shall complete an annual evaluation report for services provided including a detailed listing of final expenditures by the end of each fiscal year and the end of the full contract term. The evaluation report shall cover the outcomes of the Contractor's performance measures, all data collected, documentation and narrative to determine the efficacy of services offered. The evaluation shall include the following
- a) Total number of children served per county and region;
 - b) Total number of families served per county and region;
 - c) Total number of trainings offered per county and region;
 - d) Total number network opportunities offered per county and region;
 - e) Total number and ages of children who accessed child care;
 - f) Total number of individuals who accessed the warm line and online network;
 - g) Total number of individuals who accessed the lending library;
 - h) Aggregate data from surveys collected and their results;
 - i) Narrative of barriers the contractor has experienced in providing services;
 - j) Narrative of successful outcomes from all services provided;
 - k) Service delivery gaps; and
 - l) Recommendations to improve services to adoptive parents.

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

FUNDING INFORMATION:

Attachment 3

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 February 16, 2017

Note: All contractors and subcontractors 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, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the Non-Profit Organization 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 Non-Profit Organization has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the Non-Profit Organization's 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 Non-Profit Organization 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 Non-Profit Organization 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 Non-Profit Organization'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) within the Contractor entity. 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 or employee. A personnel record on each volunteer or 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. Agency 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 children. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. Agency 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. An Agency

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 children.

- 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 and volunteer 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 Contractor 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 as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
2. The Contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
3. The Contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

4. The Contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or subcontractor (e.g., consultants or independent contractors) that may have a **conflict of interest** or **conviction of a misdemeanor or felony**, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The Contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) 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 Agency 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 **executive, judicial, and legislative branches of state government**) 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 Agency or in which the Agency 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 the Agency'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 **executive, judicial, and legislative branches of state government**) 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 Agency 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, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

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 New Mexico 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 Agency and if applicable, the New Mexico State Auditor or their designee.
2. The Agency 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 Agency shall not foreclose the right of the Agency 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 Agency 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 Agency 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 Agency 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 and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Agency funds under \$100,000.00 must submit to the Agency the Internal Revenue Services (IRS) Schedule C Profit or Loss from Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the Agency 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 \$250,000.00 per year in cumulative Agency funds (a total of all Agency 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 Net Position 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 submitted to the Agency'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 \$250,000.00 to \$500,000.00 per year in cumulative Agency funds (a total of all Agency 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 established by the American Institute of Certified Public Accountants. The AUP report shall be submitted to the Agency'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.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
 4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Agency funds must disclose how much funding is being received from governmental funds (a total of all Agency 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 submitted to the Agency'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.

- c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
- 5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. 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 audited financial statements shall be submitted to the Agency’s Contract Audit Unit within nine (9) months of their fiscal year end. 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.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
- 6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

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

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division

<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule

http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,

- Subpart A - Acronyms and Definitions
- Subpart B - General Provisions
- Subpart C - Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D - Post Federal Award Requirements
- Subpart E - Cost Principles
- Subpart F - Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

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 Agency under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Agency 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 Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any 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 any individual's protected health information to the Agency. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands that it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Agency'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 Agency'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 and/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 5

Children, Youth and Families Department

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), known throughout this contract as “Agency”, the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor’s certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor’s certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the Agency’s Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor’s certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

By: _____
Contractor

Date: _____

Attachment 6

Children, Youth and Families Department

Federal Award Identification

As required by UGG Title 2: Grants and Agreements Subpart D §200.331 the following information is being provided:

- (i) Sub-recipient name:
- (ii) Sub-recipient's Data Universal Numbering System (DUNS) unique number:
- (iii) Federal Award Identification Number (FAIN):
- (iv) Federal Award Date (§200.39):
- (v) Sub-award Period of Performance Start and End Date:
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the sub-recipient:
- (viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- (xi) Catalog of Federal Domestic Assistance (CFDA):
- (xii) Identification of whether the award is Research and Development (R&D): Yes No
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):
- (xiv) Requirements imposed by pass-through entity specific to Federal award requirements:

APPENDIX D

COST RESPONSE FORM

COST RESPONSE FORM

Cost Response Form

Annual Fiscal Year Budget

LINE ITEM BUDGET DESCRIPTIONS

This document is to be used in conjunction with the budget tables. Below are brief descriptions of each line item to consider when completing your annual budget for Community Based Prevention, Intervention and Reunification Services. 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 this contract. If a portion of the salary is to be paid by someone other than this CYFD contract, that portion should be identified as to who is responsible and the amount to be paid.

2. Employee Benefits

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

3. Contractual Services-*Need CYFD Authorization*

Examples include: Sub-contracting direct services, and 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 the CYFD and in accordance with the N.M. Mileage and PerDiem Act.

5. Training

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

6. 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) Supplies-Office; (8) Supplies-Educational/Recreational (curriculum, parenting tools, safety related apps & tools for staff, etc); (9) Other costs may be considered if approved by CYFD.

7. Administrative Overhead

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

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

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

3. Contractual Services

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

4. Travel		
------------------	--	--

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

5. Training		
--------------------	--	--

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

6. Operating Costs

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

7. Administrative Overhead

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

APPENDIX E

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

RFP#: _____

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.

(Attach extra sheets, as needed)

7. ____ 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.

_____, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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:

Address: Vincent Lujan, Procurement Manager
Children, Youth & Families Department
1120 Paseo de Peralta, PERA Bldg. Room 252-G
Santa Fe, NM 87501
Telephone: (505) 476-1044
Email: Vincent.Lujan2@state.nm.us

by 3:00 PM MDT June 4, 2019 for inclusion in the evaluation process. 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 #90-690-20-16629
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, Children, Youth and Families Department via facsimile or e-mail at:

Name: Vincent Lujan, Procurement Manager
Address: 1120 Paseo de Peralta, PERA Bldg. Room 252-G
Santa Fe, NM 87501
Telephone: (505) 476-1044
Email: Vincent.Lujan2@state.nm.us

no later than 3:00 PM MDT June 4, 2019 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.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	

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: