STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

New Mexico Native American
Domestic Violence Coalition Services

RFP# 16-690-15-12165

March 6, 2015

March 26, 2015
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VISION AND MISSION STATEMENT

Vision

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

Mission

CYFD believes in the strengths and resiliency of families who are our partners and for whom we advocate to enhance their safety and well-being. We respectfully serve and support children and families and supervise youth in a responsive, community-based system of care that is client-centered, family-focused and culturally competent.

Principles

CYFD believes that children and families should receive:

- Services that promote and build individual strengths;
- Early identification and intervention services to address problems as they emerge;
- Access to a comprehensive array of services that are individualized, community-based and, whenever possible, in-home, to meet the unique needs and potential of each child and family;
- Full participation and choice in all aspects in the planning and delivery of services;
- Services that are provided in the least restrictive setting and most normative environment and are integrated and linked, both within CYFD and with other child-serving agencies; and which use peers, family and natural resources;
- Culturally competent services delivered without regard to race, ethnicity, religion, national origin, gender, sexual orientation, or disability;
- The most effective services that are based on evidence or promising or emerging practices, to achieve positive outcomes; and

Services that ensure smooth transactions to adult service systems.
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of statewide up-to-date training and technical assistance resources to tribal entities and domestic violence agencies specifically serving the various tribes and pueblos in New Mexico.

The purpose of this request for proposals is to ensure services provided to Native American victims/survivors, child witnesses, and offenders of domestic violence are trauma-informed, current, and culturally relevant to the various pueblos and tribes that reside in New Mexico. These services shall be provided by a New Mexico-based Native American domestic violence coalition. Training and technical assistance shall include a broad range of topics relevant to domestic violence agencies and advocates who serve Native American victim/survivors, child witnesses, and offenders of domestic violence.

The coalition is required to have demonstrated experience in and strong working knowledge of trauma-informed Native American domestic violence service provision; extensive knowledge of the various tribes and pueblos that reside in New Mexico; specific challenges for Native American families dealing with domestic violence as well as a demonstrated history of providing similar services to domestic violence agencies, advocates, and tribal entities.

B. BACKGROUND INFORMATION

There are twenty-two (22) tribes and pueblos that reside in New Mexico including the Navajo Nation. While there is a significant lack of data on crime in Indian country, national statistics indicate that American Indian women residing on Indian reservations suffer domestic violence and physical assault at rates far exceeding the rates of women of other ethnicities and locations (NNEDV, 2008).

The Incidence and Nature of Domestic Violence in New Mexico XII (Caponera, 2013) reports that only 8% of victims identified themselves as Native American. It was discovered that 56% of the Native American victims reported suffering injuries which was significantly more than what was reported by other races. Also reported was that 1 in 4 New Mexican women and 1 in 10 men will be a victim of domestic violence at some point in their life (Caponera, 2013). These contrasting figures indicate that there is a potential gap in services specifically to Native American women that reside in New Mexico.

Having a New Mexico-based Native American domestic violence coalition that has access to national resources in addition to collaborative relationships with other state coalitions is vital to ensure that agencies serving Native American families dealing with domestic violence receive culturally informed training and technical assistance. It is critical that this information also be provided to tribal organizations and leaders.
There is a lack of current, trauma-informed trainings for domestic violence service providers regarding issues specific to Native American victim survivors, child witnesses, and offenders; those serving Native American communities are in great need of culturally-informed training and technical assistance in building sustainable agencies. Non-profit domestic violence agencies also lack necessary funding to access high quality training opportunities. A domestic violence coalition can provide relevant, necessary training and technical assistance to ensure Native American families receive the best possible services to heal from the effects of domestic violence and eventually lead lives free of abuse.

C. SCOPE OF PROCUREMENT

The scope of procurement encompasses soliciting an applicant who will provide culturally-informed Native American domestic violence training opportunities and technical assistance to advocates, organizations, and tribal entities. Domestic violence training and technical assistance will be up-to-date, trauma-informed, and relevant to the various Native American tribes and pueblos that reside in New Mexico.

This RFP will result in a single contractual agreement between the two parties (awarded Offeror and CYFD), the procurement may ONLY be used by those two parties exclusively. Funding under this RFP will be awarded for a four (4) year period. In no case will this contract, including all renewals thereof, exceed a total of four (4) years in duration, as set forth in NMSA 1978, § 13-1-150. Continuation of each contract awarded as a result of this RFP is contingent upon the annual appropriation by the New Mexico Legislature or other funding sources for the period of this RFP, and satisfactory contract compliance as determined by CYFD, and the Contractor’s ability to successfully provide services. Should contract non-compliance be determined, the contract may be terminated or amended.

Funding is subject to current and future appropriations from the New Mexico legislature and other funding sources for the period of this RFP. No guarantee is made or implied by the State of New Mexico or CYFD that the amount allocated to this RFP will result in multiple contracts equal to that amount.

D. PROCUREMENT MANAGER

1. The CYFD 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: Michelle Taylor, Procurement Manager
   Address: 1120 Paseo de Peralta
             PERA Building, Room 101
             Santa Fe, New Mexico 87502
   Telephone: (505) 827-4039
   Email: michelle.randall@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:
Name: Michelle Taylor  
Reference RFP Name: Native American Domestic Violence and Education Services  
Reference RFP Number: 16-690-15-12165  
Address: 1120 Paseo de Peralta  
1st Floor, Room 101  
Santa Fe, New Mexico 87501

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the CYFD. **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 State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract 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.

“**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.

“**Contract**” 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 agency or local public body.

“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 can NOT 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.

“Finalist” means an Offeror who meet[s] 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.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

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

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

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

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to
a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

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

“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.

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

“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.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

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

“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.

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

F. PROCUREMENT LIBRARY
A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:
http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.
II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Agency</td>
<td>March 6, 2015</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt</td>
<td>Potential Offerors</td>
<td>March 10, 2015</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>March 16, 2015</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>March 18, 2015</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>April 16, 2015</td>
</tr>
<tr>
<td>10. Finalize Contractual Agreements</td>
<td>Agency/Finalist Offerors</td>
<td>June 1, 2015</td>
</tr>
<tr>
<td>12. Protest Deadline</td>
<td>SPD</td>
<td>+15 days</td>
</tr>
</tbody>
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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 March 6, 2015.

2. Acknowledgement of Receipt

   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 MST or MDT on March 5, 2015.
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 10:00am Mountain Standard Time/Daylight Time in the 1120 Paseo de Peralta, 2nd floor, Room 227, 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 March 16, 2015 by 5:00PM Mountain Standard Time/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: http://cyfd.org/for-providers/rip

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 STANDARD TIME/DAYLIGHT TIME ON March 26, 2015. 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 D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Native American Domestic...
Violence and Education Services RFP# 16-690-15-12165. 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. **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 State Purchasing Division or 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.

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

    The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the 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.
11. 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 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Annette Romero, Deputy Director
Administrative Services Division
Children, Youth and Families Department
1120 Paseo de Peralta Room 101
Santa Fe, New Mexico 87501

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 (120) days after the due date for receipt of proposals or ninety (90) 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 State Purchasing Division or 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.
28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
   a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C;
   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 State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional
information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

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

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference
   In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

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

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

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

Offerors should deliver:

1.1 Technical Proposals (Binder 1) – One (1) ORIGINAL, three (3) HARD COPIES, and three (3) electronic copies 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.

1.1.1 Proposals containing confidential information must be submitted as two separate binders:

1.1.1.1 Unredacted version for evaluation purposes

1.1.1.2 Redacted version (information blacked out and not omitted or removed) for the public file

1.2 Electronic Copies - The electronic version/copy of the proposal must mirror the physical binders submitted (i.e. four (2) 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.

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.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

1. Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.)

2. Pages must be one-sided, one and one-half spaced and numbered.

3. Typeface must be easily readable such as Arial, Courier, or Times Roman and type size must be 12-point.
4. Each Proposal must be placed within a binder with tabs delineating each section.
5. There is a twelve (12) page limitation for the narrative of Section IV.B, Technical Specifications.

1. Proposal Format and Organization
   The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

   **Technical Proposal** (Binder 1):
   A. Table of Contents
   B. Signed Letter of Transmittal (Section IV.C.3; Appendix E)
   C. Response to Contract Terms and Conditions
   D. Offeror's Additional Terms and Conditions
   E. Response to Technical Specifications
      1. Organizational Experiences
         (Section IV.B.1)
      2. Organizational References
         (Section IV.B.2)
   F. Mandatory Specifications (Section IV.B.3)
      1. Target Population
         (Section IV.B.3.1)
      2. Program Design
         (Section IV.B.3.2)
      3. Organizational Capability
         (Section IV.B.3.3)
      4. Outcomes and Performance Measures
         (Section IV.B.3.4)
   5. Signed Campaign Contribution Form (Section IV.C.4; Appendix B)
   6. New Mexico Preferences (Section IV.C.6; Appendix G)
      (If applicable)
   7. Supporting Documentation (Section IV.C.7)

G. Business Specifications
   1. Financial Stability (Section IV.C.1) - Financial information considered confidential should be placed in the **Confidential Information** binder.
   2. Reserved
   3. Campaign Contribution Disclosure Form
      (Appendix B)
   4. Budget
      (Appendix D Part 1 and Part 2)
   5. Resident Business or Resident Veterans Preference
      (Appendix G)
   6. Staff Qualifications and Personnel Cost Summary
      (Appendix H)
   7. Board of Directors Roster
      (Appendix I)
H. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any 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.
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

The New Mexico-based Native American domestic violence coalition services to be offered in response to this RFP must meet the minimum requirements and specifications listed in this section.

Performance Measures:
Increase the knowledge and skills of individuals working with domestic violence victims and child witness by providing at least two (2) annual, forty (40) hour Native American focused core advocacy trainings, Train the Trainer program series, and at least one (1) advanced advocate trainings per year. Advocates and trainers shall demonstrate knowledge, skills and commitment to assisting victims and survivors using best practices and to provide trainings at local community levels. Increase knowledge of Tribal Leaders on domestic violence issues in regards to policies on the state and federal level by conducting at least two (2) Tribal Leader Summits per year.

Goal:
Establish regional and local community domestic violence training resources throughout the state for programs working with Native American families impacted by domestic violence on both Native and non-Native lands.

Objective:
Objective 1: Develop and implement a train-the-trainer curriculum that addresses best practices of working and interacting with domestic violence programs that service Native American clients.

Objective 2: Educate advocates and trainers on the dynamics of domestic violence from the perspective of the Native American victim/survivor, child witness, and perpetrator.

Objective 3: Create a listing of proficient domestic violence trainers, completing the Contractor’s Domestic Violence Train-the-Trainer Program, for statewide dissemination.

Objective 4. Develop and implement a Tribal Leadership Summit for all Tribal Leaders on policy changes within the state and federal levels.

Activities:
The Contractor Shall:

1. Maintain a full-time, experienced training coordinator to setup and coordinate all training activities identified in this Scope of Work. An optional training assistant may assist
training coordinator in completing tasks related to this Scope of Work. Responsibilities of the training coordinator will include, but are not limited to:

a. Secure dates and meeting places for the trainings.
b. Create workshop agendas.
c. Secure accommodation space for training participants for the duration of the training.
d. Recruit participants for the train-the-trainer events.
e. Monitor the train-the-trainer training sessions and assist presenters.
f. Establish a participant resource list to be available statewide.
g. Develop and disseminate informative invitations for the trainings.
h. Mail and confirm training registrations.
i. Distribute, collect, and analyze training evaluations.
j. Provide technical assistance as appropriate to regional trainees, including developing a mechanism for follow-up technical assistance to the trainees.
k. Ensure that printing of resource material is completed for tribal/statewide distribution at each training and follow-up session.
l. Solicit and document the technical assistance and future training needs of providers.

2. Implement an advocacy curriculum that has been researched, developed, and piloted by a core group of coalition members and the staff of the coalition. Provide a copy of the curriculum to CYFD Domestic Violence Program Manager within two (2) weeks of receipt of a signed contract.

3. Develop and implement criteria for the selection of train-the-trainer participants.
   a. Maintain a copy of the criteria for review by the Domestic Violence Program Manager upon request. A formal Agreement must be developed and implemented with the trainers acknowledging their roles and responsibilities after receiving this training. Each participant will at a minimum:
      • Provide one (1) training annually in their region.
      • Train a minimum of twenty (20) advocates/providers in their region.
      • Submit their documentation of training activities to the coalition coordinators quarterly.
      • Receive printed material from the coalition for distribution during related training activities.

4. Provide training, in a train-the-trainer format, that will enhance the safety and well-being of Native American families impacted by domestic violence. The training may address sexual assault, stalking, teen dating violence and elderly abuse as it relates to domestic violence. Training sessions shall be provided as follows:
   a. Two (2) forty (40) hour advocacy training session per year of contract length.
      1. Training shall be held in a central location to allow for participation of advocates, service providers, and/or survivors across the state.
      2. A copy of the training agenda, schedule of trainings and training evaluation forms must be submitted to the Domestic Violence Program Manager within thirty (30) days of completion of the training.
   b. A minimum of one (1) training per year on advanced topics specific to domestic violence and the range of audiences to which trainers could be called upon to present, including teen violence, stalking, and elder abuse.
1. Each training sessions shall be a minimum of two (2) days.
2. Trainings shall be open to a minimum of thirty (30) participants.
3. Sessions shall be scheduled regionally to ensure tribal/statewide access and participation.
4. Topics shall be based on feedback from the 40-hour training and shall include, but not be limited to:
   a) Victim Safety
   b) Issues specific to Native American families
   c) Dynamics of child witness to domestic violence
   d) Batterer’s re-education
   e) Judicial issues/updates
   f) Teen dating violence
   g) Elderly abuse
5. All participants in the advanced sessions shall meet the following criteria:
   a) Completion of the forty (40) hour Advocacy Training, or
   b) One (1) year of experience in the domestic violence field, or
   c) Combination of experience and training equivalent to the above.
   c. On-going assistance to identified local trainers with trainings for first responders, tribal social services, and those in the criminal justice system.
   1. Assist with two (2) training sessions in each region (northwest, northeast, southwest, and southeast).
   2. Purchase outreach materials to include, but not be limited to posters, brochures, and booklets to be utilized by service providers in their outreach efforts.
   3. Topics shall include, but not be limited to:
      a) Historical overview of violence against Native women.
      b) General overview of domestic violence in Native American communities, including sexual assault and stalking as it related to domestic violence.
      c) Responder safety.
      d) Victim safety.
      e) Dynamics of child witness to domestic violence.
      f) Batterer’s re-education and other options to increase accountability of offenders.
      g) Jurisdictional issues and updates on laws impacting the response to Native American victims of domestic violence.
      h) Collaborations and partnerships to increase the safety of Native American women and children.
5. Conduct evaluations after each training measuring whether purpose of training has been met and provide evaluation forms to CYFD Domestic Violence Program Manager within thirty (30) days of completion.
6. Recruit trainers with expertise in the topics covered in the forty (40) hour training, Train the Trainer, and Advanced Training.
a. Adhere to contract provision, Article 8 of this Contract prior to entering into agreements with the trainers that clearly outline the agreed upon duties and reimbursement.

b. Maintain agreements on file for review upon request by the Domestic Violence Program Manager.

7. Provide scholarship support to increase participation by service providers, those in the criminal justice system, and other advocacy settings.
   a. A maximum of thirty-six (36) scholarships will be provided for the training sessions.
   b. Scholarships awarded shall cover travel and per diem costs of participants.
   c. Develop scholarship criteria for training and track the scholarship awards.

8. Provide technical assistance to the new trainers with their regional trainings, on an as needed basis, throughout each contract year. At minimum, a training presenter or the coalition training assistant shall attend one (1) of the trainings to observe and provide feedback to each trainer. Trainers shall elicit feedback from the participants on the success of the trainings and needs for future trainings. Documentation of technical assistance shall be provided in a final report.

9. Provide technical assistance throughout the contract year for new advocates from previously trained agencies who experienced turn over. Technical assistance shall be provided as follows:
   a. e-mail correspondence and telephone
   b. training materials provided
   c. on-site visits

10. Review and update the Train-the-Trainer Curriculum on an as needed, ongoing basis, based on training evaluations and research, and assure it contains culturally relevant procedures and materials to people in New Mexico.

11. Provide a Tribal Leadership Summit for all Tribal Leaders within the State to discuss State and Federal policy changes and discuss impact of Domestic Violence issues impacting their communities.
   a. Two (2), two (2) day sessions shall be completed within the contract period.
   b. Summit shall be held in a centralized area to allow Tribal Leaders to participate.
   c. A copy of the agenda shall be submitted to the Domestic Violence Program Manager within thirty (30) days of completion of the summit.

12. Submit progress reports to the Domestic Violence Program Manager October 31st and February 28th of each contract year. The reports shall address all the activities outlined in the Scope of Work, inclusive of trainee attendance logs, training evaluations, technical assistance logs and the overall successes and challenges associated with providing training.

13. Submit a final report to the Domestic Violence Program Manager no later than June 30th of each contract year. The final report shall include a summary of all activities provided through the Scope of Work during the contract period, and how recommendations from the evaluations will be incorporated for future trainings.

14. Meet with the Agency’s Program Manager by January 31st of each contract year, to review the contract progress and discuss any proposed modifications for the remaining term of the contract.
B. TECHNICAL SPECIFICATIONS

1. Organizational Experience (Pass/Fail)

Offerors must:

1.1 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 provider of Native American focused domestic violence training and technical assistance services for domestic violence agencies and tribal entities. All similar services outlined in this RFP provided to private sector will also be considered.

1.2 Demonstrate an effective quality assurance process and ability to measure outcomes of all services provided outlined in this RFP.

1.3 Demonstrate that staff are qualified to deliver the services outlined in this RFP. The Offeror must provide job descriptions and complete the Staff Qualifications and Personnel Cost Summary (Appendix H) for staff proposing to provide the services. These documents are not considered to be part of the Proposal Narrative and do not count towards the twelve (12) page maximum.

2. Organizational References (30 Points)

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 March 18, 2015 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) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);

e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

3. Mandatory Specification

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The proposal narrative may be no more than twelve (12) pages in length. The proposal narrative must be one-sided and numbered with one and one-half spaces between lines. Use an easily readable font such as Arial or Times New Roman and type size must be 12-point. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Offerors must submit a proposal narrative that includes:

Technical Proposal:

3.1 Target population (120 points)

3.1.1 Describe the target population to be served. Demonstrate your organization’s knowledge of the target population by clearly describing characteristics and needs of the population you intend to serve.

3.1.2 Describe, in detail, the problems faced by Native American families dealing with domestic violence. Explain the need for trauma-informed and culturally relevant services to this population.

3.1.3 Discuss how your organization demonstrates cultural relevance with respect to the populations to be served and describe how the proposed services will respect the various diversities within Native American communities in New Mexico while meeting the needs of populations served.

3.2 Program Design (400 points)

3.2.1 Describe the design and structure of the proposed program. Include the components, services, and methodologies your organization will utilize that are essential in your ability to provide quality services.

3.2.2 Describe how your organization currently engages domestic violence service providers and tribal entities and what kind of services you currently provide to these organizations.

3.2.3 Describe how your organization will collaborate with CYFD, domestic violence agencies, and tribal entities to ensure they have access to training and technical assistance.
3.3 Organizational Capability (300 points)

3.3.1 Describe the experiences and activities that qualify your organization to provide the services described in this RFP. Describe your organization’s experience in provision of domestic violence training and technical assistance for domestic violence organizations and tribal entities. Include job descriptions for all staff providing services in this program (submit in Section 3 of proposal) and indicate if each staff is currently employed by the organization.

3.3.2 Identify any significant accomplishments made by your organization within the past three (3) years that support your ability to provide the proposed services.

3.3.3 List the names of other organizations and individuals that have a collaborative relationship or partnership with your organization.

3.3.4 Describe your organization’s ability to develop and implement policies and procedures consistent with the proposed services outlined in this RFP.

3.3.5 Describe other contracts your organization has had with CYFD within the last four (4) years and note outcomes of site visits for all funded programs, if applicable.

3.3.6 Describe a summary of the quality assurance procedures that will be utilized to ensure appropriate services are delivered.

3.4 Outcomes and Performance Measures (150 Points)

3.4.1 Propose and describe how your organization will meet the required outcomes, deliverables, and performance measures outlined in the Scope of Procurement and Section IV.A.

3.4.2 Describe how your organization will collect and analyze data to meet the required outcomes, deliverables and performance measures outlined in the Scope of Procurement and Section IV.A.

3.4.3 Describe how the proposed program will measure client satisfaction and how this data will inform services provided to target population. If a specific tool or questionnaire is used, include a detailed description of the tool.

C. BUSINESS SPECIFICATIONS

1. Financial Stability (Pass/Fail)

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. **RESERVED**

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor’s performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror’s proposal.**

3. **Letter of Transmittal Form (Pass/Fail)**

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

4. **Campaign Contribution Disclosure Form (Pass/Fail)**

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

5. **Budget**

Offerors must complete the Cost Response Form in APPENDIX D Part 1 & 2. Offeror must provide a completed budget (APPENDIX D Part 1) and a detailed justification supporting proposed costs outlined on the Cost Response Form in the Budget Narrative form (Appendix D Part 2). The Offeror must indicate how the budget requested was determined as well as how each cost is related to the performance of the scope of services as outlined in Section IV.A Detailed Scope of Work. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

6. **Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

7. **Staff Qualifications and Personnel Cost Summary (Pass/Fail)**

The Offeror must complete and return the Staff Qualifications and Personnel Summery Form (Appendix H).

8. **Board of Directors Roster (Pass/Fail)**

The Offeror must complete and return the Board of Directors Roster form (Appendix I).
V. EVALUATION

A. EVALUATION POINT SUMMARY

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

<table>
<thead>
<tr>
<th>Factors – correspond to section IV.B and IV.C</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Technical Specifications</td>
<td></td>
</tr>
<tr>
<td>B.1. Organizational Experience</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>B.2. Organizational References</td>
<td>30 Points</td>
</tr>
<tr>
<td>B.3. Mandatory Specification</td>
<td></td>
</tr>
<tr>
<td>B.3.1 Target Population</td>
<td>120 Points</td>
</tr>
<tr>
<td>B.3.2 Program Design</td>
<td>400 Points</td>
</tr>
<tr>
<td>B.3.3 Organizational Capacity</td>
<td>300 Points</td>
</tr>
<tr>
<td>B.3.4 Outcomes and Performance Measures</td>
<td>150 Points</td>
</tr>
<tr>
<td>C. Business Specifications</td>
<td></td>
</tr>
<tr>
<td>C.1. Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.2. Reserved</td>
<td>-</td>
</tr>
<tr>
<td>C.3. Letter Of Transmittal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.4. Signed Campaign Contribution Disclosure Form</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.5. Budget</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.7. Staff Qualifications and Personnel Cost Summary</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.8. Board of Directors Roster</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,000 points</td>
</tr>
<tr>
<td>C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6</td>
<td></td>
</tr>
<tr>
<td>C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6</td>
<td></td>
</tr>
</tbody>
</table>

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.

1.1 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 provider of Native American focused domestic violence training and technical assistance services for domestic violence agencies and tribal entities. All similar services outlined in this RFP provided to private sector will also be considered;

**1.2 Demonstrate an effective quality assurance process and ability to measure outcomes of all services provided outlined in this RFP.**

**1.3 Demonstrate that staff are qualified to deliver the services outlined in this RFP.**

The Offeror must provide job descriptions and complete the Staff Qualifications and Personnel Cost Summary (Appendix H) for staff proposing to provide the services. These documents are not considered to be part of the Proposal Narrative and do not count towards the twelve (12) page maximum.

**2. B.2 Organizational References (See Table 1)**

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

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 March 18, 2015 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)** Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

3. B.3 Mandatory Specifications
Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The proposal narrative may be no more than twelve (12) pages in length. The proposal narrative must be one-sided and numbered with one and one-half spaces between lines. Use an easily readable font such as Arial or Times New Roman and type size must be 12-point. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Offerors must submit a proposal narrative that includes:

Technical Proposal:

3.1 Target population (120 points)

3.1.1 Describe the target population to be served. Demonstrate your organization’s knowledge of the target population by clearly describing characteristics and needs of the population you intend to serve.

3.1.2 Describe, in detail, the problems faced by Native American families dealing with domestic violence. Explain the need for trauma-informed and culturally relevant services to this population.

3.1.3 Discuss how your organization demonstrates cultural relevance with respect to the populations to be served and describe how the proposed services will respect the various diversities within Native American communities in New Mexico while meeting the needs of populations served.

3.2 Program Design (400 points)

3.2.1 Describe the design and structure of the proposed program. Include the components, services, and methodologies your organization will utilize that are essential in your ability to provide quality services.

3.2.2 Describe how your organization currently engages domestic violence service providers and tribal entities and what kind of services you currently provide to these organizations.

3.2.3 Describe how your organization will collaborate with CYFD, domestic violence agencies, and tribal entities to ensure they have access to training and technical assistance.
3.3 Organizational Capability (300 points)

3.3.1 Describe the experiences and activities that qualify your organization to provide the services described in this RFP. Describe your organization’s experience in provision of domestic violence training and technical assistance for domestic violence organizations and tribal entities. Include job descriptions for all staff providing services in this program (submit in Section 3 of proposal) and indicate if each staff is currently employed by the organization.

3.3.2 Identify any significant accomplishments made by your organization within the past three (3) years that support your ability to provide the proposed services.

3.3.3 List the names of other organizations and individuals that have a collaborative relationship or partnership with your organization.

3.3.4 Describe your organization’s ability to develop and implement policies and procedures consistent with the proposed services outlined in this RFP.

3.3.5 Describe other contracts your organization has had with CYFD within the last four (4) years and note outcomes of site visits for all funded programs, if applicable.

3.3.6 Describe a summary of the quality assurance procedures that will be utilized to ensure appropriate services are delivered.

3.4 Outcomes and Performance Measures (150 Points)

3.4.1 Propose and describe how your organization will meet the required outcomes, deliverables, and performance measures outlined in the Scope of Procurement and Section IV.A.

3.4.2 Describe how your organization will collect and analyze data to meet the required outcomes, deliverables and performance measures outlined in the Scope of Procurement and Section IV.A.

3.4.3 Describe how the proposed program will measure client satisfaction and how this data will inform services provided to target population. If a specific tool or questionnaire is used, include a detailed description of the tool.

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

5. C.2 RESERVED (See Table 1)
   If required. Pass/Fail only. No points assigned.

6. C.3 Letter of Transmittal (See Table 1)
   Pass/Fail only. No points assigned.
7. **C.4 Campaign Contribution Disclosure Form (See Table 1)**  
   Pass/Fail only. No points assigned.

8. **C.5 Budget (See Table 1)**  
   Pass/Fail only. No points assigned.

9. **C.6. New Mexico Preferences**  
   Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).
   
   **A. New Mexico Business Preference**  
   If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.
   
   **B. New Mexico Resident Veterans Business Preference**  
   If the Offeror has provided their Preference Certificate and the Resident Veterans Certification Form the Preference Point are one of the following:
   - 10% for less than $1M (prior year revenue)
   - 8% for more than $1M but less than $5M (prior year revenue)
   - 7% for more than $5M (prior year revenue)

10. **C.7. Staff Qualifications and Personnel Cost Summary (See Table 1)**  
    Pass/Fail only. No points assigned.

11. **C.8. Board of Directors Roster (See Table 1)**  
    Pass/Fail only. No points assigned.

**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
Native American Domestic Violence and Education Services
RFP# 16-690-15-12165

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 March 5, 2015. 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.

Michelle Taylor, Procurement Manager
Native American Domestic Violence and Education Services
State Purchasing Division
1100 St. Francis Dr. Room 2016
Santa Fe, NM  87505
E-mail: michelle.randall@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

STATE OF NEW MEXICO

CHILDREN, YOUTH AND FAMILIES DEPARTMENT

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

   B. Payment in FY16, FY17, FY18, and FY19 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 (TERM DATE) 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.

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 CYFD 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 Procuring Agency. Contractor
must notify subcontractors that they are subject to Section 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 anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

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

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

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

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

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

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.

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://insurenewmexico.state.nm.us/](http://insurenewmexico.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 State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

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

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
ASD – Contract Development Unit
PERA Building, Room 101
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.**
   CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member’s personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

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

By: ___________________________________________ Date:___________
Agency

By: ___________________________________________ Date:___________
Agency’s Legal Counsel – Certifying legal sufficiency

By: ___________________________________________ Date:___________
Agency’s Chief Financial Officer

By: ___________________________________________ Date:___________
Contractor

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

ID Number: 00-000000-00-0

By: ___________________________________________ Date:___________
Taxation and Revenue Department

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

By: ___________________________________________ Date:___________
DFA Contracts Review Bureau
Attachment 1 – Scope of Work

CONTRACTOR NAME

Performance Measures:
Increase the knowledge and skills of individuals working with domestic violence victims and child witness by providing at least two (2) annual, forty (40) hour Native American focused core advocacy trainings, Train the Trainer program series, and at least one (1) advanced advocate trainings per year. Advocates and trainers shall demonstrate knowledge, skills and commitment to assisting victims and survivors using best practices and to provide trainings at local community levels. Increase knowledge of Tribal Leaders on domestic violence issues in regards to policies on the state and federal level by conducting at least two (2) Tribal Leader Summits per year.

Goal:
Establish regional and local community domestic violence training resources throughout the state for programs working with Native American families impacted by domestic violence on both Native and non-Native lands.

Objective:
Objective 1: Develop and implement a train-the-trainer curriculum that addresses best practices of working and interacting with domestic violence programs that service Native American clients.

Objective 2: Educate advocates and trainers on the dynamics of domestic violence from the perspective of the Native American victim/survivor, child witness, and perpetrator.

Objective 3: Create a listing of proficient domestic violence trainers, completing the Contractor’s Domestic Violence Train-the-Trainer Program, for statewide dissemination.

Objective 4. Develop and implement a Tribal Leadership Summit for all Tribal Leaders on policy changes within the state and federal levels.

Activities:
The Contractor Shall:

1. Maintain a full-time, experienced training coordinator to setup and coordinate all training activities identified in this Scope of Work. An optional training assistant may assist training coordinator in completing tasks related to this Scope of Work. Responsibilities of the training coordinator will include, but are not limited to:
   a. Secure dates and meeting places for the trainings.
   b. Create workshop agendas.
   c. Secure accommodation space for training participants for the duration of the training.
   d. Recruit participants for the train-the-trainer events.
   e. Monitor the train-the-trainer training sessions and assist presenters.
   f. Establish a participant resource list to be available statewide.
   g. Develop and disseminate informative invitations for the trainings.
h. Mail and confirm training registrations.

i. Distribute, collect, and analyze training evaluations.

j. Provide technical assistance as appropriate to regional trainees, including developing a mechanism for follow-up technical assistance to the trainees.

k. Ensure that printing of resource material is completed for tribal/statewide distribution at each training and follow-up session.

l. Solicit and document the technical assistance and future training needs of providers.

2. Implement an advocacy curriculum that has been researched, developed, and piloted by a core group of coalition members and the staff of the coalition. Provide a copy of the curriculum to CYFD Domestic Violence Program Manager within two (2) weeks of receipt of a signed contract.

3. Develop and implement criteria for the selection of train-the-trainer participants.
   a. Maintain a copy of the criteria for review by the Domestic Violence Program Manager upon request. A formal Agreement must be developed and implemented with the trainers acknowledging their roles and responsibilities after receiving this training. Each participant will at a minimum:
      • Provide one (1) training annually in their region.
      • Train a minimum of twenty (20) advocates/providers in their region.
      • Submit their documentation of training activities to the coalition coordinators quarterly.
      • Receive printed material from the coalition for distribution during related training activities.

4. Provide training, in a train-the-trainer format, that will enhance the safety and well-being of Native American families impacted by domestic violence. The training may address sexual assault, stalking, teen dating violence and elderly abuse as it relates to domestic violence. Training sessions shall be provided as follows:
   a. Two (2) forty (40) hour advocacy training session per year of contract length.
      3. Training shall be held in a central location to allow for participation of advocates, service providers, and/or survivors across the state.
      4. A copy of the training agenda, schedule of trainings and training evaluation forms must be submitted to the Domestic Violence Program Manager within thirty (30) days of completion of the training.
   b. A minimum of one (1) training per year on advanced topics specific to domestic violence and the range of audiences to which trainers could be called upon to present, including teen violence, stalking, and elder abuse.
      1. Each training sessions shall be a minimum of two (2) days.
      2. Trainings shall be open to a minimum of thirty (30) participants.
      3. Sessions shall be scheduled regionally to ensure tribal/statewide access and participation.
      4. Topics shall be based on feedback from the 40-hour training and shall include, but not be limited to:
         h) Victim Safety
         i) Issues specific to Native American families
         j) Dynamics of child witness to domestic violence
         k) Batterer’s re-education
         l) Judicial issues/updates
m) Teen dating violence  

n) Elderly abuse  

5. All participants in the advanced sessions shall meet the following criteria:  
   d) Completion of the forty (40) hour Advocacy Training, or  
   e) One (1) year of experience in the domestic violence field, or  
   f) Combination of experience and training equivalent to the above.  

   c. On-going assistance to identified local trainers with trainings for first responders,  
      tribal social services, and those in the criminal justice system.  
      1. Assist with two (2) training sessions in each region (northwest, northeast,  
         southwest, and southeast).  
      2. Purchase outreach materials to include, but not be limited to posters,  
         brochures, and booklets to be utilized by service providers in their  
         outreach efforts.  
      3. Topics shall include, but not be limited to:  
         i) Historical overview of violence against Native women.  
         j) General overview of domestic violence in Native American  
            communities, including sexual assault and stalking as it related to  
            domestic violence.  
         k) Responder safety.  
         l) Victim safety.  
         m) Dynamics of child witness to domestic violence.  
         n) Batterer’s re-education and other options to increase  
            accountability of offenders.  
         o) Jurisdictional issues and updates on laws impacting the response  
            to Native American victims of domestic violence.  
         p) Collaborations and partnerships to increase the safety of Native  
            American women and children.  

5. Conduct evaluations after each training measuring whether purpose of training has been  
   met and provide evaluation forms to CYFD Domestic Violence Program Manager within  
   thirty (30) days of completion.  

6. Recruit trainers with expertise in the topics covered in the forty (40) hour training, Train  
   the Trainer, and Advanced Training.  
   a. Adhere to contract provision, Article 8 of this Contract prior to entering into  
      agreements with the trainers that clearly outline the agreed upon duties and  
      reimbursement.  
   b. Maintain agreements on file for review upon request by the Domestic Violence  
      Program Manager.  

7. Provide scholarship support to increase participation by service providers, those in the  
   criminal justice system, and other advocacy settings.  
   d. A maximum of thirty-six (36) scholarships will be provided for the training  
      sessions.  
   e. Scholarships awarded shall cover travel and per diem costs of participants.  
   f. Develop scholarship criteria for training and track the scholarship awards.  

8. Provide technical assistance to the new trainers with their regional trainings, on an as  
   needed basis, throughout each contract year. At minimum, a training presenter or the  
   coalition training assistant shall attend one (1) of the trainings to observe and provide
feedback to each trainer. Trainers shall elicit feedback from the participants on the success of the trainings and needs for future trainings. Documentation of technical assistance shall be provided in a final report.

9. Provide technical assistance throughout the contract year for new advocates from previously trained agencies who experienced turn over. Technical assistance shall be provided as follows:
   a. e-mail correspondence and telephone
   b. training materials provided
   c. on-site visits

10. Review and update the Train-the-Trainer Curriculum on an as needed, ongoing basis, based on training evaluations and research, and assure it contains culturally relevant procedures and materials to people in New Mexico.

11. Provide a Tribal Leadership Summit for all Tribal Leaders within the State to discuss State and Federal policy changes and discuss impact of Domestic Violence issues impacting their communities.
   a. Two (2), two (2) day sessions shall be completed within the contract period.
   b. Summit shall be held in a centralized area to allow Tribal Leaders to participate.
   c. A copy of the agenda shall be submitted to the Domestic Violence Program Manager within thirty (30) days of completion of the summit.

12. Submit progress reports to the Domestic Violence Program Manager October 31st and February 28th of each contract year. The reports shall address all the activities outlined in the Scope of Work, inclusive of trainee attendance logs, training evaluations, technical assistance logs and the overall successes and challenges associated with providing training.

13. Submit a final report to the Domestic Violence Program Manager no later than June 30th of each contract year. The final report shall include a summary of all activities provided through the Scope of Work during the contract period, and how recommendations from the evaluations will be incorporated for future trainings.

14. Meet with the Agency’s Program Manager by January 31st of each contract year, to review the contract progress and discuss any proposed modifications for the remaining term of the contract.
1. The Agency agrees to pay the Contractor a Cost Reimbursement fee for the Line Item Budget provided, in accordance with the payment schedule below. Monthly payments shall be made to the Contractor by the Agency provided the contracted domestic violence services meet ongoing contract compliance. Monthly information must be submitted in a complete and timely fashion.

The total amount for the FY 16 contract shall not exceed: $%

**Attachment 2 – Budget**  
**CONTRACTOR NAME**

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<th><strong>DIRECT COSTS</strong></th>
<th><strong>PERSONNEL SERVICES</strong></th>
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WORKERS COMPENSATION PREMIUM $ 
UNEMPLOYMENT PREMIUM $ 
EMPLOYEE LIABILITY INSURANCE PREMIUM $ 
RETIREE HEALTH CARE CONTRIBUTION $ 
OTHER EMPLOYEE BENEFITS $ 
TOTAL $ 

OTHER COSTS CATEGORY

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<tr>
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</table>

GRAND TOTAL $ 

2. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not providing services to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional services within the contract period.

The Agency will notify the Contractor in writing thirty (30) days prior to taking such action. The Agency is not obligated to pay the Contractor for any dollar amount in excess of the total contracted amount without executing an amendment to this agreement.

3. Per diem and mileage, and other miscellaneous expenses will be paid in accordance with the Department of Finance Administration (DFA) Rule 2.42.2.

4. Budget adjustments may be made with the prior written approval of the program manager. Not more than four (4) budget adjustments can be applied within one contract year. The contractor may not request any budget adjustments after May 31 of the contract year.

5. Submit to the Agency Domestic Violence Program Manager monthly reimbursement invoices, no later than the 10th of each month, through the contract period. Any tangible items invoiced in the Supplies category must have accompanying receipts for the appropriate time period billed. Programmatic reports will be submitted in accordance with the requirements in the Scope of Work.

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 September 3, 2013

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

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

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

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

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

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

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

For All Contractors

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

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

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

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

j. Incident reports;

k. Commendations or disciplinary actions (if any).

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

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

**Physical Facilities**

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

**FISCAL STANDARDS**

**For All Contractors**

**Compliance**

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

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

**Insurance**

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

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

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

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
   e. Location and use of property;
   f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.

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

Reports

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

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

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

Retention of Records

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

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

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

3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.

4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of
Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

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

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

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

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

   b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.

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

   a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.
b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.

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

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

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

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

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

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

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

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

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

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

COST PRINCIPLES
OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS
OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.


FASB and AICPA Statements and Professional Pronouncements.
Attachment 4 – Business Associate Agreement

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

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

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

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

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

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

- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties’ procedures for management of the individual’s protected health information.
APPENDIX D
LINE ITEM BUDGET INSTRUCTIONS

General:
Form B is a line item budget which breaks down the funding being requested from CYFD for the contract year. Form B, Listing of Line Item Budget Codes, defines each individual code.

Unallowable costs include, but are not limited to: the purchase or lease of land; the purchase of vehicles; the purchase of buildings and structures; and major remodeling of buildings and structures. Administrative overhead may only be listed if you have a federally approved administrative overhead rate.

Capital outlay over $1000 must be approved by CYFD prior to purchase. Title to capital outlay purchased with funds under this RFP remains with the CYFD.

Specific:
There are nine category totals and one grand total. 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 CYFD.

2. Employee Benefits
   Budget all employee benefits afforded by your agency to be paid by CYFD.

3. In-state Travel
   In-state 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, which include a maximum mileage rate of $.32 per mile and an instate per diem rate of $65.00, with rates designated for partial day per diem.

4. Maintenance and Repairs

5. Supplies
   441.0 is intended to include expenses for expendable supplies such as paper, folders, pens and photocopying costs. 449.0 is intended to include expenses for furniture and equipment that individually cost less than $1000.00. That which is more than $1000.00 is to be budgeted under 482.0

6. Operating Costs

7. Other Costs

8. Capital Outlay
   This category is to budget costs for capital outlay over $1000.00. Any capital outlay of an item with a unit cost of less than $1000.00 is captured under line item 449.0. Capital outlay must be pre-approved by the CYFD Program Manager.

9. Out-of-state travel
   Out-of-state travel expenses shall be reimbursed according to the rates set by the N.M. Mileage and Per Diem Act.
APPENDIX D (Part 1)
Line Item Budget

The Cost Response Form, detailed below, shall indicate the proposed price for the entire scope of services requested in Section IV.A Detailed Scope of Work for the entire contract period. Provide a resume for the person who will provide the services below and hourly rates. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP.

The Offeror **must** submit a firm, fixed, fully loaded proposed cost to complete the Scope of Work and Requirements set forth in this RFP.

---

### COST RESPONSE FORM

#### DIRECT COSTS
**PERSONNEL SERVICES**

<table>
<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>HOURLY RATE</th>
<th>TOTAL AMOUNT REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAINING COORDINATOR FTE</td>
<td>$___________</td>
<td>$ __________</td>
</tr>
<tr>
<td>TRAINING ASSISTANT (OPTIONAL) PTE</td>
<td>$___________</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### TRAVEL & TRANSPORTATION

<table>
<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>TOTAL AMOUNT REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYEE IN-STATE MILEAGE AND FARES</td>
<td>$</td>
</tr>
<tr>
<td>EMPLOYEE IN-STATE MEALS AND LODGING</td>
<td>$</td>
</tr>
<tr>
<td>OUT-OF-STATE MILEAGE AND FARES</td>
<td>$</td>
</tr>
<tr>
<td>OUT-OF-STATE MEALS AND LODGING</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

#### ATTENDEE SCHOLARSHIPS

<table>
<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>TOTAL AMOUNT REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGISTRATION FEES</td>
<td>$</td>
</tr>
<tr>
<td>IN-STATE MILEAGE AND FARES</td>
<td>$</td>
</tr>
<tr>
<td>IN-STATE MEALS AND LODGING</td>
<td>$</td>
</tr>
<tr>
<td>OTHER SERVICES</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
## PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>TOTAL AMOUNT REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAINING FEES</td>
<td>$</td>
</tr>
<tr>
<td>CURRICULUM/PUBLICATION DEVELOPMENT</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

## INDIRECT COSTS

### EMPLOYEE BENEFITS

<table>
<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>TOTAL AMOUNT REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP INSURANCE PREMIUM</td>
<td>$</td>
</tr>
<tr>
<td>RETIREMENT CONTRIBUTIONS</td>
<td>$</td>
</tr>
<tr>
<td>FICA</td>
<td>$</td>
</tr>
<tr>
<td>WORKERS COMPENSATION PREMIUM</td>
<td>$</td>
</tr>
<tr>
<td>UNEMPLOYMENT PREMIUM</td>
<td>$</td>
</tr>
<tr>
<td>EMPLOYEE LIABILITY INSURANCE PREMIUM</td>
<td>$</td>
</tr>
<tr>
<td>RETIREE HEALTH CARE CONTRIBUTION</td>
<td>$</td>
</tr>
<tr>
<td>OTHER EMPLOYEE BENEFITS</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

## OTHER COSTS CATEGORY

<table>
<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>PROPOSED TOTAL AMOUNT REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATIVE OVERHEAD@</td>
<td>$</td>
</tr>
<tr>
<td>MISCELLANEOUS OTHER EXPENSES</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

**GRAND TOTAL** $ 

*Proposed Administrative Overhead Percentage must not exceed 12% of total budget requested.*

74
APPENDIX D (Part 2)
BUDGET NARRATIVE

<table>
<thead>
<tr>
<th>LINE ITEM CODE</th>
<th>LINE ITEM DESCRIPTION</th>
<th>BASE REQUEST</th>
<th>JUSTIFICATION/DESCRIPTION</th>
</tr>
</thead>
</table>

75
APPENDIX D

BUDGET NARRATIVE INSTRUCTIONS

GENERAL:
Form B is a budget narrative which will describe in detail the line item expenditures requested in Form B to support the proposed project funding.

SPECIFIC:

Line Item Code - Enter the appropriate three digit expenditure code.

Line Item Description - Enter the appropriate budget amount requested.

Base Request - Enter the appropriate budget amount requested.

Justification/Description - Provide a detailed narrative that supports the requested amount.

Note: Total each expenditure category to equal funding request total.
APPENDIX E

LETTER OF TRANSMITTAL FORM
APPENDIX E
Letter of Transmittal Form

RFP#: ____________________________  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.
    ____ 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.

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

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Michelle Taylor at michelle.randall@state.nm.us by March 26, 2015 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 # 16-690-15-12165
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 e-mail at:

Name: Michelle Taylor, Procurement Manager
Address: 1120 Paseo de Peralta
         1st Floor Room 101
         Santa Fe, NM 87501

Telephone: 505-827-4039
Email: michelle.randall@state.nm.us

no later than March 26, 2015, and must not be returned to the company requesting the reference.

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

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

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

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   Name: ________________________________ Rating: _____________
   Name: ________________________________ Rating: _____________
   Name: ________________________________ Rating: _____________
   Name: ________________________________ Rating: _____________

   COMMENTS:

7. How satisfied are you with the products developed by the vendor?
   ______ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

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

9. With which aspect(s) of this vendor’s services are you least satisfied?
   COMMENTS:
10. Would you recommend this vendor's services to your organization again?
COMMENTS:
APPENDIX G

RESIDENT VETERANS CERTIFICATION
New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

____________________________  ______________________________
(Signature of Business Representative)*  (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.
# APPENDIX H

## Staff Qualifications and Personnel Cost Summary

<table>
<thead>
<tr>
<th>1. STAFF NAME/TITLE (If Known)</th>
<th>2. EDUCATION and TRAINING</th>
<th>3. EXPERIENCE (Note # Years) in Field</th>
<th>4. WORK HOURS PER WEEK</th>
<th>5. TOTAL GROSS SALARY (ALL SOURCES)</th>
<th>6. CYFD $ SHARE OF SALARY</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
## APPENDIX I
### BOARD OF DIRECTORS ROSTER

<table>
<thead>
<tr>
<th>BOARD MEMBER</th>
<th>ETHNIC GROUP</th>
<th>WORK ADDRESS</th>
<th>OFFICE TERM</th>
<th>PHONE</th>
<th>BOARD POSITION AND/OR COMMITTEE</th>
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### ETHNIC GROUP CODES
- C - Caucasian
- H - Hispanic
- AM - African American
- I - American Indian
- A - Asian

### PHONE
- W - Work
- H - Home