REQUEST FOR PROPOSALS (RFP)

New Mexico Community Based Domestic Violence Services

RFP# 60-690-16-13376

Date of Issuance: February 26, 2016

Proposals Due: March 29, 2016
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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 sealed proposals for the procurement of comprehensive prevention and intervention domestic violence services for the CYFD target populations that are in accordance with nationally recognized best and/or promising practices. CYFD’s priority for services is to meet state and federal funding requirements under the Federal Violence Prevention and Services Act while providing a comprehensive service mix statewide and ensuring a fair distribution of funds within urban and rural areas. CYFD reserves the right to make final funding decisions based on these priorities.

Funding will be used to support the establishment and maintenance of programs and services designed to:

1) Prevent incidents of domestic violence and dating violence by providing immediate emergency shelter, supportive services, and access to community-based programs for adult and youth victims/survivors of domestic violence or dating violence and their dependents.

2) Provide specialized services for children exposed to domestic violence or dating violence, underserved populations, and victims who are members of racial and ethnic minority populations. The definition of underserved populations include the following:
   a. populations underserved because of geographic location (such as rural isolation);
   b. underserved racial, ethnic, cultural, and linguistically diverse populations;
   c. populations underserved because of special needs (such as language barriers, disabilities, immigration status, or age); and
   d. other special needs populations determined to be underserved (sexual orientation or gender identity; male victim/survivors; economically disadvantaged victims).

3) Increase awareness of domestic violence and dating violence and increase accessibility of domestic violence and dating violence services.

4) Reduce the frequency and impact of domestic violence perpetration by providing domestic violence offenders with the skills, information, and knowledge to avoid using abusive behavior in the future.

CYFD is looking for providers who provide culturally and linguistically appropriate services and who demonstrate respect for the linguistic, ethnic, and gender-based differences that contribute to cultural identity among clients being served. Programs and services must demonstrate that the voices and opinions of culturally diverse members shape the development of programs, systems, and evaluation strategies.

Applicants whose geographic area includes a Native American population must demonstrate good faith efforts to reach out to Native American individuals residing in their service area. Applicants whose geographic area includes other underserved populations must identify those populations and address how services are specifically designed to meet the needs of those populations. Proposals must include descriptions of other funding and/or in-kind sources that are available to demonstrate
organizational capacity and program sustainability, including local and statewide partnerships that promote agency sustainability.

**POPULATIONS ELIGIBLE FOR SERVICES:**

### 1. VICTIM/SURVIVOR AND CHILD WITNESS

The Applicant must meet the following eligibility criteria to apply:

1) Be a program whose primary mission is to provide domestic violence services and be an organization that is aware of the needs of and has a documented history of effective work with domestic violence or dating violence and is committed to following best and/or promising practices in the field of domestic violence services;

2) Make available 24-hour domestic violence crisis intervention services;

3) Be a local public or private non-profit organization, or local or tribal government, with focus on and capability to provide the domestic violence services requested and authorized to provide these services and/or do business in New Mexico;

4) Must have and maintain the capacity to implement the billing and data collection system identified by CYFD;

5) Be able to implement and willing to comply with all standards and requirements as outlined in the CYFD Domestic Violence Service Definition Manual (SDM) as periodically updated and amended; see [www.cyfd.org](http://www.cyfd.org);

6) Demonstrate existing domestic violence training for staff providing direct services and a willingness to secure ongoing training as outlined in the SDM;

7) Demonstrate an understanding of the area to be served and an ability to respond to the cultural, linguistic, and socioeconomic needs of that area;

8) Must be willing and able to comply with all federal Family Violence Prevention and Services Act (FVPSA) service delivery and reporting requirements as outlined in the CYFD DV SDM;

9) Must have an active DUNS (Data Universal Numbering System) number. The DUNS is the recognized standard for identifying and keeping track of entities receiving Federal funds. Obtaining a DUNS number is a free, simple, one-time activity that can be completed by applying online at [http://www.dnb.com/us/](http://www.dnb.com/us/).

10) Comply with the federal conflict of interest standards found at 45 CFR Section 74.42 and made applicable by 2 CFR Section 215.3.

### 2. DOMESTIC VIOLENCE OFFENDER SERVICES

The Applicant must meet the following eligibility criteria to apply:

1) Be an organization that has documented experience working with domestic violence offenders and committed to following best and/or promising practices in the field of domestic violence services;

2) Be a public or private organization, or local or tribal government, with focus and capability to provide the domestic violence services requested and authorized to provide these services and/or do business in New Mexico. Must have and maintain the capacity to implement the billing and data collection system identified by CYFD;
3) Be able to implement and willing to comply with all standards and requirements as outlined in the CYFD DV SDM as periodically updated and amended; see www.cyfd.org;
4) Demonstrate existing domestic violence training for staff providing direct services and a willingness to secure ongoing training as outlined in the CYFD DV SDM;
5) Demonstrate an understanding of the service area and an ability to respond to the cultural, linguistic and socioeconomic needs of that area;
6) Be willing to follow and meet service requirements as mandated under New Mexico State Statute 31-12-12 NMSA 1978 and NMAC 8.8.7 as outlined in the SDM; and
7) Be an approved Domestic Violence Offender and Treatment or Intervention (DVOTI) program under 8.8.7 NMAC to receive court referrals for convictions of Battery Against a Household Member or Aggravated Battery Against a Household Member or a tribal program to which tribal courts make referrals for DV intervention services following the tribal court’s conviction of Battery or Aggravated Battery Against Household Member or similar crimes.
8) If you were an approved DVOTI program under 8.8.7 NMAC in 2015 AND provided DVOTI services for 12 months or longer.

B. BACKGROUND INFORMATION

Domestic violence continues to be a pervasive problem effecting families worldwide. In the United States, on average 24 people per minute are victims of rape, physical violence, or stalking by an intimate partner (National Domestic Violence Hotline (NDVH), 2015). In addition, 1 in 4 women (24.3%) and 1 in 7 men (13.8%) aged 18 and older have been the victim of severe physical violence by an intimate partner in their lifetime (NDVH, 2015). In New Mexico, the lifetime prevalence of domestic violence is 1 in 3 women (32%) and 1 in 7 men (15%) (Caponera, 2014). In 2013, statewide law enforcement agencies reported 18,954 incidents of domestic violence 10 2013; 43% of those incidents resulted in some type of injury to the victim (Caponera 2014). These statistics support the need for quality domestic violence services to assist families in living a life free from abuse.

Programs providing critical supportive services for victims/survivors and their children as well as those working with individuals who have been abusive towards their intimate partners to hold them accountable for their behaviors are vital to assist families dealing with domestic violence in New Mexico. Without these specialized services, the safety of victim/survivors and their children remain in jeopardy.

C. SCOPE OF PROCUREMENT

The scope of procurement encompasses soliciting applicants who will provide trauma-informed domestic violence specific services to the populations stated in I A. above. All services provided will be in compliance with requirements outlined in the CYFD DV SDM. Eligible services include:

- Crisis Intervention
- Emergency Shelter
• Shelter Care and Support for Children
• Community Navigation
• Survivor/Child Witness/Offender Service Assessment and Plans
• Specialized
• Skills and Knowledge (Individual and Group)
• Domestic Violence Counseling (Individual and Group)
• Legal Advocacy
• Native American Traditional and Cultural Services
• Drug and Alcohol Screening
• Mental Health Evaluation
• Travel and Transportation
• Community Outreach
• Community Training
• Direct Civil Legal Services
• Innovative programs as approved

CYFD encourages proposals that provide comprehensive services to the domestic violence target population(s) as defined in this RFP. If the service your agency will provide is not identified above, please complete the Innovative Component form (See Appendix I). Applicants must provide a detailed description of the specific activities to be performed under this component in the proposal narrative.

REIMBURSEMENT METHOD
Applicants can seek reimbursement under one of two methods outlined below:

1) Fee-for-Service

Reimbursement will be provided through a contract in which a specific set rate is paid for a specific unit of service.
- The rate is fixed for the term of the contract, regardless of provider costs.
- A maximum of 12% for program support.

2) Line-item

Cost reimbursement provided through a negotiated line-item budget and program services contract.
- Can apply for this method only if there is no other domestic violence program within 50 miles.
- Cap for the requested budget is $250,000.00 per year.
- A maximum of 12% reimbursement under Program Support costs.
- Must report into EPICS all client related activities
- Operating costs such as rent, utilities, supplies, etc. are not allowable costs under this RFP

The reimbursement method the applicant proposes to provide throughout the term of the contract must be identified on the Proposal Fact Sheet. Check the proposed method on Form A - Proposal Fact Sheet.
NOTE: All entities that receive funding under this RFP shall be required to submit client demographic, service provision, and outcome information electronically to CYFD in a timeframe and manner defined by CYFD. Contracted agencies will need to ensure that expenses billed to other funding sources are not billed under CYFD grants.

Under the Family Violence Protection Act of New Mexico, domestic abuse can only be committed by a household member. CYFD recognizes the definition of household member as:

- Spouse
- Former Spouse
- Parent
- Present or Former Stepparent
- Present or former parent-in-law
- Grandparent
- Grandparent-in-law
- Co-parent of a child
- A person with whom a person has had a continuing personal relationship

**Under the definition of household member, CYFD prioritizes service delivery to intimate partner violence.**

Under administration of the domestic violence offender treatment funds, CYFD recognizes the definition of —domestic violence offender as defined by State Statute 31-12-12 NMSA 1978 as a person:

1) convicted for an offense pursuant to the provisions of the Crimes Against Household Members Act [30-3-10 through 30-3-18 NMSA 1978];
2) convicted for violating an order of protection granted by a court pursuant to the provisions of the Article 13 Family Violence Protection [Article 13 NMSA 1978];
3) referred to a domestic violence offender treatment or intervention program by a judge, a domestic violence special commissioner or the parole board; or
4) who voluntarily participates in a domestic violence offender treatment or intervention program.

This RFP is soliciting proposals for the programs identified herein. Applicants may submit proposals for one or all target populations.

The DV unit is seeking to procure domestic violence services that are:

- Trauma-informed, flexible, and designed to meet the needs of domestic violence clients at the local level;
- Inclusive of and responsive to the ethnic, cultural, racial, and socioeconomic diversity of the population being served; and
- Clearly defined with measurable objectives for the population being served

This RFP will result in multiple contractual agreements 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. Children, Youth and Families Department has assigned a Procurement Manager who is 
responsible for the conduct of this procurement whose name, address, telephone number 
and e-mail address are listed below:

   Name: Cathy Thompson, Procurement Manager
   Address: 1120 Paseo de Peralta, Suite 101
            Santa Fe, NM 87502
   Telephone: (505) 827-3649
   Fax: (505) 827-4331
   Email: Cathy.thompson2@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows 
(except for electronic submissions through SPD’s electronic procurement system eProNM):

   Name: Cathy Thompson c/o SPD Assigned Buyer
   Reference RFP Name: New Mexico Community Based Domestic Violence Services 
          60-690-16-13376
   Address: State Purchasing Division
            1100 St. Francis Dr. Room 2016
            Santa Fe, New Mexico 87505

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to 
the 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 SPD. **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 meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“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

National Domestic Violence Hotline
http://www.thehotline.org/resources/statistics/

Incidence and Nature of Domestic Violence in New Mexico XIII, Dr. Betty Caponera

Crimes Against Household Members Act [30-3-10 through 30-3-18 NMSA 1978]
http://public.nmcompcomm.us/nmpublic.gateway.dll/?f=templates&fn=default.htm

Article 13 Family Violence Protection
http://public.nmcompcomm.us/nmpublic/gateway.dll/?f=templates&fn=default.htm

CYFD Domestic Violence Service Definition Manual:
http://www.cyfd.org/
II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>SPD</td>
<td>February 26, 2016</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>March 10, 2016</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>March 17, 2016</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>April 20, 2016</td>
</tr>
<tr>
<td>14. Protest Deadline</td>
<td>SPD</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

   This RFP is being issued on behalf of the New Mexico State Children, Youth, and Families Department on February 26, 2016.

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 3, 2016.

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 11:00 am on March 3, 2016 Mountain Standard Time at the CYFD Office located at 1031 Lamberton Place NE, Kiva Room, Albuquerque, NM. 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 10, 2016 at 3:00pm 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://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

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 ON March 29, 2016. 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 D2 (except for electronic submissions through SPD’s electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the New Mexico Community Based Domestic Violence Services RFP# 60-690-16-13376. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, 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. RESERVED

10. RESERVED

11. 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.
12. 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 CYFD, 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.

13. 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:

Lawrence Maxwell, State Purchasing Agent
1100 St. Francis Dr. Room 2016
Santa Fe, NM 87505

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, 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. Please refer to:
http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.
28. New Mexico Employees Health Coverage

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

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

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

http://www.insurenewmexico.state.nm.us/.

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

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.

5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.

7. Identify the following with a check mark and signature where required:
   a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
   b. Explicitly indicate acceptance of Section V of this RFP; and
   c. Acknowledge receipt of any and all amendments to this RFP.

8. Be signed by the person identified in 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 proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) electronic copy on a thumb drive of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed.

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

2. **Cost Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) electronic copies of the proposal on a separate thumb drive containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy can NOT be emailed.

   The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) unredacted thumb drive, one (1) redacted thumb drive). The electronic version can NOT be emailed.

3. 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.

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

2. Electronic Responses (SPD’s E-procurement System eProNM)
   
   Due to technical difficulties submissions will not be accepted through eProNM.

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

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

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

1. Proposal Content and Organization

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

   Technical Proposal (Binder 1):
   - A. Signed Letter of Transmittal
   - B. Table of Contents
   - C. Proposal Fact Sheet
   - D. Response to Contract Terms and Conditions
   - E. Offeror’s Additional Terms and Conditions
   - F. Response to Specifications (except cost information which shall be included in Cost Proposal/Binder 2 only)
     1. Organizational Experience
     2. Organizational References
     3. Mandatory Specification See Organization Experience
     4. Financial Stability Information - Financial information considered confidential should be placed in the Confidential Information binder.
     5. Signed Campaign Contribution Form
     6. New Mexico Preferences (If applicable)
7. Innovative Service Proposal form  
8. Staff List  
9. Board of Directors Roster  
10. Statement of Assurances  

G. Other Supporting Material (If applicable)

**Cost Proposal** (Binder 2):  
1. Completed Budget Response Form  
   a) Budget Form A  
   b) Budget Form B

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

**IV. SPECIFICATIONS**

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

**A. DETAILED SCOPE OF WORK**

The Community Based Domestic Violence Services to be offered in response to this RFP must meet the minimum requirements and specifications listed in this section.

**Performance Measures:**

1. Contractor shall measure performance through monthly surveys to Contractor clients with results entered into the EPICS under this contract to include the following:

   **Adult Survivor/Child Witness:**
   Learned more about domestic violence (DV) and its effects; received information to increase feelings of safety; and received information about available community resources; feel more confident in decision making; know more about available options; and am more hopeful about the future as measured through completion of client surveys.

   **Offender:**
   Learned how behavior affected partner, children, and other family members; take responsibility for behavior and actions, and gained skills, information and knowledge to avoid future abusive behaviors as measured through completion of client surveys.
2. Contract will enter client surveys in EPICS on a quarterly basis.
3. Contractor will follow the Domestic Violence Service Definition Manual (DV SDM) with 100% billed to the CYFD contract.

**Goal:**

Clients receiving services under this contract will improve their over-all functioning in the areas of safety, permanency/stability, and well–being.

**Activities:**

**The Contractor Shall:**

1) Provide the Domestic Violence service components, identified in Attachment 2, Budget in the following geographic areas: [counties listed by offeror in proposal]. The services will be provided to the following target populations [populations listed by offeror in proposal]:
   a. Adult victim/survivors of domestic violence
   b. Child(ren) victim/witnesses of domestic violence
   c. Adult offenders of domestic violence

2) Provide the following service components [services listed by offeror in proposal]: Crisis Intervention; Survivor Service Assessment and Plan; Offender Service Assessment and Plan; Re-engagement Assessment and Plan; Shelter Care, Day of Care; Shelter Care, Partial Day of Care, 4-12 hours; Shelter Care, Partial Day of Care, 13-23 hours; Care and Support per Child; Skills and Knowledge Services-Individual; Skills and Knowledge Services-Group; Community Navigation; Legal Advocacy; Counseling-Individual; Counseling-Group; Native American Traditional and Cultural Services; Travel and Transportation; Drug and Alcohol Screening; Mental Health Diagnostic Evaluation; Community Outreach; Community Training; Direct Civil Legal; Innovative in a manner that complies with all applicable Agency policies and procedures.

3) Agree to comply with the required Federal grant certifications. The certifications must be signed and submitted as part of this Agreement.

4) Attend an Agency grantee meeting at the beginning of the fiscal year. The purpose of the meeting is to review contract and reporting requirements, site visit protocol, and invoice procedures. Two (2) contractor representatives must attend, one (1) from the finance area and one from the program area. The Agency program manager will provide the date, time and location. Agency will reimburse travel and per diem in accordance with DFA approved rates as outlined in Compensation.

5) Serve clients referred by the Agency’s Protective Services and Juvenile Justice Services. The Agency’s Protective Services DV Program Managers will address any questions
regarding appropriateness of clients or capacity to meet these criteria.

6) Collaborate with the Agency’s Protective Services and Juvenile Justice Services Field Offices, and other agencies that may serve Agency clients, to coordinate and enhance services. This may be done through in-service training, and/or regularly scheduled staff training.

7) Submit electronically, monthly demographic, service provision, billing and outcome information, and EPICS by the 10th of each month.

8) Develop a process to immediately identify a client’s Medicaid eligibility and/or SALUD! Enrollment status at intake. The process shall be documented and available for review by the Agency.

9) Prepare and submit reports, upon Agency’s request, in a format approved by the Agency.

10) Submit a Final Report to the Agency’s DV Program Managers for the Family Violence Prevention and Services Act (FVPSA) federal grant by November 15th of the contract year for Agency contracted services provided in the federal fiscal year (October 1 through September 30). The Final Report is to be completed in accordance with Agency instructions and approved format identified in Attachment _. Noncompliance with this requirement may result in nonpayment or the delay of reimbursement.

11) Comply in all aspects with the Agency Protective Services DV SDM for Domestic Violence Services.

**The Agency Shall: Provide a copy of the DV SDM to the Contractor.**

**B. TECHNICAL SPECIFICATIONS**

This section is used by the agency to define the Technical Specifications they require of the Offerors. Agency may add additional evaluation factors as needed. Make sure yours matches exactly the criteria outlined in Section V, Evaluation Point Summary.

1. **Organizational Experience (900 points)**

   Offerors **must:**

   1.1 Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. **The proposal narrative may be no more than thirteen (13) 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:

   1.2 **Target population (120 points)**
1.3 **Program Design (400 points)**

1.4 **Organizational Capability (300 points)**

1.5 **Outcomes and Performance Measures (150 Points)**

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 28, 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 client project manager name, telephone number, fax number and e-mail address
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 and management’s response to audit findings, 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

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. Proposal Fact Sheet (Pass/Fail)

Each proposal must be accompanied by a completed Proposal Fact Sheet that indicates location of services to be delivered and which services are being proposed.

6. Budget Form (Pass/Fail)

Offerors must complete the Budget Response Form in APPENDIX D Form A and B. Offeror must provide a completed budget (APPENDIX D Part 1) and a detailed justification supporting proposed costs outlined on the Budget Form in the Budget Narrative form (Appendix D Part 2). The budget should be calculated on an annual basis not for the entire 4 year contract cycle. The Offeror must indicate the number of clients per year to be served and how the budget requested was determined. In addition, offerors must describe, in detail, 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 in APPENDIX D must be justified and evidence of need documented in the proposal **including the estimated number of clients per year to be served and how this figure was calculated.**

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).

9. **Statement of Assurances (Pass/Fail)**
   The Offeror must initial, sign, and submit Statement of Assurances (Appendix L)

10. **Resident Business or Resident Veterans Preference, if applicable**
    Preference does not apply, this Procurement is federally funded.
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></td>
</tr>
<tr>
<td>B.1.2 Target Population</td>
<td>120 Points</td>
</tr>
<tr>
<td>B.1.3 Program Design</td>
<td>400 Points</td>
</tr>
<tr>
<td>B.1.4 Organizational Capability</td>
<td>300 Points</td>
</tr>
<tr>
<td>B.1.5 Outcomes and Performance Measures</td>
<td>150 Points</td>
</tr>
<tr>
<td>B.2. Organizational References</td>
<td>30</td>
</tr>
<tr>
<td>B.3. RESERVED</td>
<td>-</td>
</tr>
<tr>
<td>B.4. RESERVED</td>
<td>-</td>
</tr>
<tr>
<td>B.5. RESERVED</td>
<td>-</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. Proposal Fact Sheet</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C.6. Budget Form A and B</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>C.9. Statement of Assurances</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,000 points</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.

Organizational Experience (900 points)

Offerors must:
1.3 Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. **The proposal narrative may be no more than thirteen (13) 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:

1.4 **Target population (120 points)**

1.2.1 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. Include current statistics on incidence and prevalence of domestic violence in the areas you propose to serve. *A lack of services or being the only provider in the community does not demonstrate the need for a particular program to be funded.* Include a copy of your current Limited English Proficiency (LEP) Plan. **This addendum will not count as part of the page limit in the Proposal Narrative section.**

1.2.2 Describe the problems faced by child-witnesses and their non-offending parent of domestic violence. Explain the need for trauma-informed services to this population.

1.2.3 Discuss how your organization demonstrates cultural relevance with respect to the populations to be served and describe how the proposed services will respect cultural diversities while meeting the needs of populations served.

1.3 **Program Design (400 points)**

1.3.1 Describe, in detail, the design and structure of the proposed program and specifically, how trauma-informed practices are incorporated into practice. Identify any evidence-informed or best practice models that will be used to inform the program design and structure. Include the components, services, and methodologies your organization will utilize that are essential in your ability to provide quality services.

1.3.2 **Optional** If you are proposing any Innovative Services, complete form in Appendix I to describe the components in the order and format on the form. **This addendum will not count as part of the page limit in the Proposal Narrative section.**

1.3.3 Describe how your organization engages domestic violence service providers and what kind of services you currently provide to domestic violence advocates and organizations.

1.3.4 Describe how your organization will collaborate with CYFD and domestic violence agencies to ensure statewide domestic violence agencies have access to training, technical assistance, and access to children services.
1.4 Organizational Capability (300 points)

1.4.1 Describe the experiences and activities that qualify your organization to provide the services described in this RFP. Discuss organization’s philosophy that informs your selection of best practices that guide service delivery. Discuss your organization’s documented history in working with families of domestic violence. State whether you are planning to use your organization’s staff, subcontractors, volunteers, or student interns to provide services. 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. Submit a current organizational chart clearly outlining the supervisory and administrative structure as an addendum. **This addendum will not count as part of the page limit for the Proposal Narrative Section.**

1.4.2 Describe your plan to recruit, train, and retain qualified staff to provide domestic violence services to the population you propose to serve to meet contractual obligations. Include details regarding how staff are supervised and receive initial and ongoing training.

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

1.4.4 Describe your organization’s ability to develop and implement policies and procedures consistent with the proposed services outlined in this RFP. In addition, describe how the board of directors support your organization and the process for recruiting, training, and retaining board members.

1.4.5 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.

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

1.5 Outcomes and Performance Measures (150 Points)

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

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

1.5.3 Describe specific indicators to be used as benchmarks to assist you in achieving outcomes outlined in the Scope of Procurement and Section IV.A.

1.5.4 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.

2. B.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 28, 2016** 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:

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

Staff assigned to reference engagement that will be designated for work per this RFP; and client project manager name, telephone number, fax number and e-mail address

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

3. B.3. RESERVED

4. B.4. RESERVED

5. B.5. RESERVED

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

Pass/Fail only. No points assigned.
7. C.2. RESERVED

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

9. C.4. Proposal Fact Sheet
   Pass/Fail only. No points assigned.

10. C.5. Campaign Contribution Disclosure Form (See Table 1)
    Pass/Fail only. No points assigned

11. C.6 Budget Form A and B (See Table 1)
    Pass/Fail only. No points assigned

12. C.7 Staff Qualifications and Personnel Cost Summary
    Pass/Fail only. No points assigned

13. C.8 Board of Directors Roster
    Pass/Fail only. No points assigned

    Pass/Fail only. No points assigned

15. C.10. New Mexico Preferences, if applicable
   This Procurement is federally funded, preferences do not apply.

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

New Mexico Community Based Domestic Violence Services
60-690-16-13376

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 3, 2016. 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.

Cathy Thompson, Procurement Manager
New Mexico Community Based Domestic Violence Services
Children, Youth and Families Department
Fax: 505-827-4331
E-mail: cathy.thompson2@state.nm.us
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ________________________________

Relation to Prospective Contractor: ________________________________

Name of Applicable Public Official: ________________________________

Date Contribution(s) Made: ________________________________

Amount(s) of Contribution(s) ________________________________

Nature of Contribution(s) ________________________________

Purpose of Contribution(s) ________________________________

(Attach extra pages if necessary)

__________________________________________

Signature    Date

___________________________

Title (position)
—OR—

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

______________________________  _______________________
Signature       Date

______________________________
Title (Position)
APPENDIX C

SAMPLE CONTRACT
SAMPLE CONTRACT
NO. XXXXX

STATE OF NEW MEXICO
FOR
XXXXX Services

THIS AGREEMENT is made and entered into by and between the CHILDREN, YOUTH AND FAMILIES DEPARTMENT, State of New Mexico, herein after referred to as the "agency", and NAME OF CONTRACTOR herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

   A. "Procuring Agency" means an agency of the executive, legislative or judicial branches of New Mexico state government as well as local public bodies including cities, counties, public schools and institutions of higher education.

   B. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

   C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

   D. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.

   E. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

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

G. “Products and Services schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

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

2. **Scope of Work**
   Contractor shall provide Community Based Domestic Violence Services and must meet the minimum requirements and specifications listed in this section.

**Performance Measures:**

1. Contractor shall measure performance through monthly surveys to Contractor clients with results entered into the EPICS under this contract to include the following:

   Adult Survivor/Child Witness:
   Learned more about domestic violence (DV) and its effects; received information to increase feelings of safety; and received information about available community resources; feel more confident in decision making; know more about available options; and am more hopeful about the future as measured through completion of client surveys.

   Offender:
   Learned how behavior affected partner, children, and other family members; take responsibility for behavior and actions, and gained skills, information and knowledge to avoid future abusive behaviors as measured through completion of client surveys.

2. Contract will enter client surveys in EPICS on a quarterly basis.
3. Contractor will follow the Domestic Violence Service Definition Manual (DV SDM) with 100% billed to the CYFD contract.

**Goal:**
Clients receiving services under this contract will improve their over-all functioning in the areas of safety, permanency/stability, and well–being.

**Activities:**
**The Contractor Shall:**

1. Provide the Domestic Violence service components, identified in Attachment 2, Budget in
the following geographic areas: [counties listed by offeror in proposal]. The services will be provided to the following target populations [populations listed by offeror in proposal]:
   b. Adult victim/survivors of domestic violence
   c. Child(ren) victim/witnesses of domestic violence
   d. Adult offenders of domestic violence

2. Provide the following service components: Crisis Intervention; Survivor Service Assessment and Plan; Offender Service Assessment and Plan; Re-engagement Assessment and Plan; Shelter Care, Day of Care; Shelter Care, Partial Day of Care, 4-12 hours; Shelter Care, Partial Day of Care, 13-23 hours; Care and Support per Child; Skills and Knowledge Services-Individual; Skills and Knowledge Services-Group; Community Navigation; Legal Advocacy; Counseling-Individual; Counseling-Group; Native American Traditional and Cultural Services; Travel and Transportation; Drug and Alcohol Screening; Mental Health Diagnostic Evaluation; Community Outreach; Community Training; Direct Civil Legal; Innovative in a manner that complies with all applicable Agency policies and procedures.

3. Agree to comply with the required Federal grant certifications. The certifications must be signed and submitted as part of this Agreement.

4. Attend an Agency grantee meeting at the beginning of the fiscal year. The purpose of the meeting is to review contract and reporting requirements, site visit protocol, and invoice procedures. Two (2) contractor representatives must attend, one (1) from the finance area and one from the program area. The Agency program manager will provide the date, time and location. Agency will reimburse travel and per diem in accordance with DFA approved rates as outlined in Compensation.

5. Serve clients referred by the Agency’s Protective Services and Juvenile Justice Services. The Agency’s Protective Services DV Program Managers will address any questions regarding appropriateness of clients or capacity to meet these criteria.

6. Collaborate with the Agency’s Protective Services and Juvenile Justice Services Field Offices, and other agencies that may serve Agency clients, to coordinate and enhance services. This may be done through in-service training, and/or regularly scheduled staff training.

7. Submit electronically, monthly demographic, service provision, billing and outcome information, and EPICS by the 10th of each month.

8. Develop a process to immediately identify a client’s Medicaid eligibility and/or SALUD! enrollment status at intake. The process shall be documented and available for review by the Agency.

9. Prepare and submit reports, upon Agency’s request, in a format approved by the Agency.

10. Submit a Final Report to the Agency’s DV Program Managers for the Family Violence Prevention and Services Act (FVPSA) federal grant by November 15th of the contract year.
for Agency contracted services provided in the federal fiscal year (October 1 through September 30). The Final Report is to be completed in accordance with Agency instructions and approved format identified in Attachment 1 Budget. Noncompliance with this requirement may result in nonpayment or the delay of reimbursement.

11. Comply in all aspects with the Agency Protective Services DV SDM for Domestic Violence Services.

12. The Agency Shall: Provide a copy of the DV SDM to the Contractor

3. **Compensation**

   The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<table>
<thead>
<tr>
<th>Deliverable item:</th>
<th>U/I (unit of issue)</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

   The total compensation under this Agreement shall not exceed [Insert Dollar Amount including New Mexico gross receipts tax.]

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.

   **[Dependent on if offeror proposes fee-for-service or line item]**

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.

4. **Payment Provisions**

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

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

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

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

5. **Term**
6. **Default and Force Majeure**

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

7. **Termination**

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

B. **Notice; Agency Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 17, “ Appropriations”, of this Agreement.
C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

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

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.
12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the agency, the State Auditor and other appropriate state and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the agency to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement; 

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

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Paragraph.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Employees Health Coverage**

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

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Arbitration**

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

30. **Incorporation by Reference and Precedence**

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

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

31. **Workers’ Compensation**

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

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

33. **Inspection of Services**

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

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

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

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

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

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

   1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
   2. reduce the contract price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

   1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
   2. terminate the contract for default.

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

34. **Insurance**

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

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

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person/$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

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

36. **Invalid Term or Condition**

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

37. **Enforcement of Agreement**

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

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

   A. The Contractor shall defend, at its own expense, the state and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys’ fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon Contractor’s trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the state for all costs, attorneys’ fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:
   i. give the Contractor prompt written notice within 48 hours of any claim;
   ii. allow the Contractor to control the defense of settlement of the claim; and
   iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

39. **Survival**

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

40. **Employee Pay Equity Reporting**

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

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

41. Disclosure Regarding Responsibility

G. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

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 B 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.)

H. 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.

I. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

J. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

42. **Public Works Minimum Wage Act**

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

   B. The minimum wages and fringe benefits to be paid to various classes of laborers and mechanics at all tiers under this contract shall be based upon the wages and benefits determined by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions at the time of individual contract award under the authority of Sections 13-4-10 through 13-4-17 NMSA 1978. Using Agencies are responsible for contacting the Labor Relations Division for the current wage rate decision applicable to any resultant contract issued under this agreement and incorporation therein.

   C. Such incorporated Wage Decision shall stipulate the Contractor, Subcontractor, Employer, or person acting as Contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Subsection B of Section 13-4-11 NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

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

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

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

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

44. **Administrative Fees**
RESERVED.

45. **Notification**

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

   To Agency: Children, Youth and Families Department
   Office Address: P.O. Drawer 5160, Santa Fe, NM 87502
   Telephone:  
   Fax:  

   To Contractor Name:  
   Address:  
   Phone:  

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

46. **Succession**

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

47. **Headings**

   Any and all headings herein are inserted only for convenience and ease of reference and
are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

By: ____________________________________________  Date:_____________
    Monique Jacobson, Cabinet Secretary or Designate

By: ____________________________________________  Date:_____________
    Michael Heitz, CYFD Legal Counsel or Designate

By: ____________________________________________  Date:_____________
    Sandra Steckler, CYFD Chief Financial Officer

By: ____________________________________________  Date:_____________
    Contractor

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

ID Number: 00-000000-000

By: ____________________________________________  Date:_____________
    Taxation and Revenue Department

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

____________________________________  ________________
    State Purchasing Agent  Date
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.
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 Work to which the parties have agreed to in the Contract.

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

- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual’s protected health information to the 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 and/or the federal Office of Civil Rights has the authority to inspect the parties’ procedures for management of the individual’s protected health information.
APPENDIX D (PART 1)
LINE ITEM BUDGET INSTRUCTIONS

GENERAL:
Form A is a line item budget that breaks down the funding requested from CYFD for the contract year. The budget should be completed utilizing a 12-month time frame according to the state fiscal year of July 1 through June 30.

Unallowable costs include, but are not limited to: the purchase or lease of land; the purchase and maintenance of vehicles; the purchase of buildings or structures; major remodeling of buildings and structures; vehicle insurance and maintenance; lobbying and fundraising activities; capital outlay; and direct payments to clients.

SPECIFIC:
There are six (6) category totals and one grand total. The category totals are the sums of the following:

1. Personnel Services and Employee Benefits.
   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. Budget all employee benefits afforded by the Agency to be paid by CYFD.

2. Contractual Services.
   Reportable professional services may include but are not limited to costs for consultants or certified public accountants who are providing a service related the business conducted by the agency.

3. In-state and Out-of-state Travel
   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 NM Mileage and Per Diem Act on the current per diem rate set by the NM Mileage and Per Diem Act.

4. Supplies
   Include expenses for expendable supplies such as paper, files, folders, pens, and photocopying costs. Include expenses for equipment that individually costs less than $500.00. Any equipment costs exceeding $500.00 will require CYFD approval prior to purchasing.

5. Other Operating Costs

6. Other Costs Category.
   Program Support shall not exceed 12%.

Total each expenditure category to equal the total requested funding amount.
**BUDGET LINE ITEM FORM A**

### PERSONNEL SERVICES AND EMPLOYEE BENEFITS

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<thead>
<tr>
<th>LINE ITEM NAME</th>
<th>BUDGET AMOUNT</th>
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<tr>
<td>PERMANENT POSITION-FULL/PART TIME</td>
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<td>TEMPORARY POSITION- FULL/PART TIME</td>
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<td>GROUP INSURANCE PREMIUM</td>
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<td>RETIREMENT CONTRIBUTIONS</td>
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<td>WORKERS COMPENSATION PREMIUM</td>
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<td>UNEMPLOYMENT COMP. PREMIUM</td>
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<td>EMPLOYEE LIABILITY INSURANCE PREMIUM</td>
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<td>RETIREE HEALTH CARE CONTRIBUTIONS</td>
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<td>OTHER EMPLOYEE BENEFITS</td>
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<td><strong>TOTAL</strong></td>
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### CONTRACTUAL SERVICES

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### TRAVEL & TRANSPORTATION

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<tr>
<td>EMPLOYEE IN-STATE MEALS AND LODGING</td>
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<tr>
<td>TRANSPORTATION—FUEL &amp; OIL</td>
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<tr>
<td>EMPLOYEE OUT-OF-STATE MILEAGE AND FARES</td>
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### SUPPLIES

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<td>SUPPLIES—EDUCATION/RECREATIONAL</td>
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<td>SUPPLIES—INVENTORY EXEMPT</td>
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### OTHER OPERATING COSTS

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<td>RENT OF EQUIPMENT</td>
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<td>MISCELLANEOUS OTHER EXPENSES</td>
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<td><strong>TOTAL</strong></td>
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</table>

**GRAND TOTAL** $
APPENDIX D (Part 2)
BUDGET NARRATIVE

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

SPECIFIC:

Line Item Description - Enter the appropriate category description requested.

Base Request - Enter the appropriate budget amount requested.

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

Number of clients to be served per year and a detailed explanation as to how that number was calculated.

**Note: Total each expenditure category to equal funding request total.**
### BUDGET NARRATIVE (FORM B)

#### Line Item Detail for Base Budget

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

Number of clients to be served per year:
Explanation of calculation:
APPENDIX E

LETTER OF TRANSMITTAL FORM
APPENDIX E
Letter of Transmittal Form

RFP#: 60-690-16-13376
Offeror Name: _____________________   FED ID# _______________________________

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name ________________________________________________________________
   Title ________________________________________________________________
   E-Mail Address _________________________________________________________
   Telephone Number ____________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name ________________________________________________________________
   Title ________________________________________________________________
   E-Mail Address _________________________________________________________
   Telephone Number ____________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name ________________________________________________________________
   Title ________________________________________________________________
   E-Mail Address _________________________________________________________
   Telephone Number ____________________________________________________

5. Use of Sub-Contractors (Select one)
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:
   ______________________________________________________________________
   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
   ______________________________________________________________________
   (Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.
   _____________________________, 2016
   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: Cathy Thompson, Procurement Manager by March 28, 2016 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 # 60-690-16-13376
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Children, Youth and Families Department, via facsimile or e-mail at:

Name: Cathy Thompson, Procurement Manager
Address: 1120 Paseo de Peralta, Room 101
        Santa Fe, NM 87502
Telephone: (505) 827-3649
Fax: (505) 827-4331
Email: cathy.thompson2@state.nm.us

no later than March 28, 2016, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
</tr>
<tr>
<td>Contact telephone number</td>
</tr>
<tr>
<td>Contact e-mail address</td>
</tr>
<tr>
<td>Project description;</td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</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
Initially left blank
APPENDIX H PROPOSAL FACT SHEET
CYFD DOMESTIC VIOLENCE SERVICES

SERVICE AREA & PROPOSED SERVICE COMPONENTS

<table>
<thead>
<tr>
<th>Organization Name:</th>
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<tbody>
<tr>
<td>Geographic Area to be Served:</td>
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<tr>
<td>County(s), City(s), Pueblo(s)</td>
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<tr>
<td>Delivery Site(s):</td>
<td>All delivery sites must be listed</td>
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<tr>
<td>Satellite Site(s)</td>
<td>All satellite sites must be listed</td>
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</table>

Please check all the components you propose to provide. The Program Support component is mandatory for all. Crisis Intervention – 24 Hour is mandatory for services to domestic violence victims.

<table>
<thead>
<tr>
<th>X</th>
<th>PROGRAM SUPPORT</th>
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**ELIGIBLE SERVICES**

| DOMESTIC VIOLENCE CRISIS INTERVENTION |
| DV SURVIVOR/CHILD WITNESS SERVICE ASSESSMENT and PLAN |
| OFFENDER SERVICE ASSESSMENT and PLAN |
| DOMESTIC VIOLENCE RE-ENGAGEMENT ASSESSMENT and PLAN |
| DOMESTIC VIOLENCE SHELTER CARE, DAY OF CARE, ADULT CLIENT |
| DOMESTIC VIOLENCE PARTIAL DAY OF CARE, 4-12 hours, ADULT CLIENT |
| DOMESTIC VIOLENCE PARTIAL DAY OF CARE, 13-23 hours, ADULT CLIENT |
| DOMESTIC VIOLENCE CARE & SUPPORT PER CHILD, DAY OF CARE |
| SKILLS AND KNOWLEDGE SERVICES – INDIVIDUAL |
| SKILLS AND KNOWLEDGE SERVICES – GROUP |
| COMMUNITY NAVIGATION |
| LEGAL ADVOCACY |
| DOMESTIC VIOLENCE COUNSELING – INDIVIDUAL |
| DOMESTIC VIOLENCE COUNSELING – GROUP |
| NATIVE AMERICANT TRADITIONAL and CULTURAL SERVICES |
| TRAVEL/TRANSPORTATION |
| DRUG and ALCOHOL SCREENING |
| MENTAL HEALTH EVALUATION |
| COMMUNITY OUTREACH |
| COMMUNITY TRAINING |
| DIRECT CIVIL LEGAL SERVICES |

**INNOVATIVE SERVICE(S) (Please name. If more than one, please list.)**
APPENDIX I
INNOVATIVE SERVICE PROPOSAL FORM

Innovative Services
Entity name

All components listed below shall be completed in detail for consideration

PURPOSE

CORE REQUIREMENTS

MINIMUM STAFF QUALIFICATIONS

STAFF SUPERVISION

BILLABLE UNIT
**APPENDIX J**

## Staff Qualifications and Personnel Cost Summary

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

## BOARD OF DIRECTORS ROSTER

<table>
<thead>
<tr>
<th>BOARD MEMBER</th>
<th>ETHNIC GROUP</th>
<th>WORK ADDRESS and EMAIL 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
- O - Other

## PHONE

- W - Work
- H - Home
- O - Other
APPENDIX L
STATEMENT OF ASSURANCES
This form must be completed and signed by all applicants. Include this form in the Proposal along with the appropriate attachments. Initial each statement and sign below. Use N/A for any item(s) that are not applicable.

**Corporate Assurances**
Attach:

______ Copy of current Articles of Incorporation as approved by the NM Public Regulation Commission-Corporations Bureau

______ Copy of current By-Laws

______ Copy of non-profit or for-profit corporate report filed with the New Mexico Public Regulation Commission, Corporations Bureau, if applicable

______ Copy of proof or registration with NM Department of Taxation and Revenue for the payment of gross receipts tax and proof of a grant of an exemption from payment of federal income tax pursuant to the Internal Revenue Code of 1954, 26 USC Section 501(c)(3), if applicable

**Offeror/Program Assurances**

______ I certify that fees are not charged for services to victims of domestic violence

______ I certify that confidentiality policies are in place prohibiting the agency from:
1. Disclosing any personally identifying information or individual information collected in connection with services requested, utilized, or denied through our programs;
2. Revealing individual client information without the informed, written, reasonably time-limited consent of the individual

______ I certify the offeror will accept all financial responsibility for insurance coverage and vehicle maintenance, as this funding does not cover those line item expenditures

______ I certify the offeror will maintain Employee Health Insurance coverage during the term of the agreement and will provide verification of such upon request.

As the duly authorized representative of the Offeror/Program, I certify that the information provided is true and correct. If awarded a contract, I will comply with all contract provisions as well as the administrative and fiscal standards incorporated in the Request for Proposal

<table>
<thead>
<tr>
<th>Signature&gt;Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Agency Name</td>
<td></td>
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</tbody>
</table>