

**Human Services Department  
Income Support Division**

**REQUEST FOR PROPOSALS (RFP)**

**New Mexico Work (NMW) Program for Limited  
Participants**



**RFP#  
22-630-9000-0004**

RFP Release Date: 4/8/2022

Proposal Due Date: 5/19/2022

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# **I. INTRODUCTION**

## **PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of services to be provided under the New Mexico Works (NMW) Program to low-income families and individuals seeking or approved for Limited Participation by the Incapacity Review Unit (IRU). Funding is provided and allowed under the federal Temporary Assistance to Needy Families (TANF) block grant funds while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of TANF.

### **A. BACKGROUND INFORMATION**

The New Mexico Human Services Department (HSD) manages state and federal funds that provide essential basic services to many New Mexican individuals and families—touching the lives of one in two New Mexicans with food, access to health care, income, work, energy assistance and community services. The services under this RFP help the department fulfill the state and federal goals and objectives of the federal Temporary Assistance to Needy Families (TANF) program. Primary funding for these services comes from the TANF block grant.

The Department is organized into four program divisions led and directed by the Office of the Secretary (OOS); the Child Support Enforcement Division (CSED); the Income Support Division (ISD); the Medical Assistance Division (MAD); and Behavioral Health Services Division (BHSD).

HSD's core mission is to improve lives. Working with our partners, we design and deliver innovative, high-quality health and human services that improve the security and promote independence for New Mexicans in their communities.

1. At the federal level, TANF was created on July 1, 1997, as a component of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), which replaced the Aid to Families with Dependent Children (AFDC) program and also supplanted the Job Opportunities and Basic Skills Training (JOBS) program of 1988. TANF was re-authorized in the Deficit Reduction Act (DRA) of 2005.

The four goals of TANF as set forth in PRWORA 1996 are to:

- Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
- End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
- Prevent and reduce the incidence of out-of-wedlock pregnancies; and
- Encourage the formation and maintenance of two-parent families.

NMW program is an employment and training program established by the New Mexico Works Act to help needy families achieve self-sufficiency through employment with benefits and wages that will enable them to support their families. The NMW service provider is responsible to provide case management, and assist parents with skills training, education and support services while recognizing the different vocational needs, interests, and abilities of each individual. The NMW program also provides services to TANF parents who face serious barriers to employment and are seeking or have been approved for Limited Participation by the Incapacity Review Unit (IRU). These parents typically require enhanced assistance to prepare for employment, find and keep jobs as well as provide assistance in applying for and securing Social Security Income.

In 2021, HSD split the TANF NMW program contract between two organizations, CWS (Creative Work Solutions, LLC) and the DWS (Department of Workforce Solutions). As the state agency responsible for finding employment opportunities for unemployed New Mexicans, partnering with DWS to serve TANF participants was a good fit. The first transition occurred in March 2021 with Career Link and Wage Subsidy programs moving from CWS to DWS. In July 2021, the complete transition took place with DWS providing case management services to all mandatory TANF participants while CWS continued to focus case management efforts on those participants in limited participation activities or those who were seeking Hardship Extensions.

DWS provides case management and comprehensive services to TANF participants who are considered to be mandatory work requirements. DWS assists participants in gaining the skills necessary to obtain employment and become self-sufficient. DWS provides comprehensive orientations, conducts assessments, makes referrals as needed based on information discussed during the orientation and assessment, process Individual Responsibility Plans with each participant based on their short and long-term goals and, with the participant's assistance, they develop a "roadmap" to assist that participant in steps needed to obtain those goals. Each participant completes a Work Participation Agreement that aligns with the roadmap. DWS encourages the participant to work toward their goals and is there to celebrate individual achievements while offering support when the participant stumbles. Both HSD and DWS are committed to assisting TANF participants to achieve their goals. As long as the participant is willing to work within the TANF program parameters, our goal is to be there with them every step of the way. The success of the TANF participants is our success.

CWS provides comprehensive services to TANF participants who are seeking or are approved for Limited Participation or a Hardship Extension by Incapacity Review Unit (IRU) within HSD. CWS assists participants with barriers to finding employment by providing services designed to overcome their barriers and prepare them for employment. CWS also assists participants with disabilities who are seeking Social Security Income through the Social Security Administration. This process can be quite lengthy and CWS' case managers help TANF participants navigate the application and appeals process. CWS will make referrals to other support services and community resources based on the participant's needs. CWS' end goal is to help TANF participants mitigate barriers to be able to rejoin the workforce or to successfully apply for Social Security benefits and secure a monthly income.

The current contract with CWS was awarded for a four (4) year duration. This four (4) year contract is due to expire June 30, 2022. An award shall be made to the responsible Offeror(s) whose

proposal(s) is (are) most advantageous to the HSD, taking into consideration the evaluation factors set forth in the RFP.

This RFP will assist the department to strengthen, supplement and coordinate efforts in furtherance of the mission of the department, the New Mexico Works Act and the TANF block grant.

## **B. PERFORMANCE OUTCOMES**

The NMW Program for Limited Participants outcomes are listed below:

1. 100% of TANF Participants who are on Limited Participation for a long-term disability will apply for SSI.
2. 75% of TANF Participants who applied for SSI and were denied will file a timely appeal with SSA.
3. NMW Program contractor will attempt weekly engagement efforts with all participants.

## **C. SUMMARY SCOPE OF WORK**

The NMW Program Scope of Work (SOW), Appendix D “Sample of SOW”, outlines the work to be performed by the NMW service provider(s). Below is a summary of the SOW:

1. Meet performance standards as established by federal and state TANF authority.
2. Assist TANF participants to improve the quality of life for themselves and their children through case management and referrals to support services.
3. Support development and implementation of the whole family approach to TANF participants, including how to support youth with education and career exploration.
4. Assist TANF Participants seeking or approved for Limited Participation by the Incapacity Review Unit (IRU) in achieving self-sufficiency. The overall goal is to provide services designed to help individuals overcome their barriers and prepare for work depending on the participant’s situation. If barriers are extreme, NMW provider will assist the participant with severe barriers apply and secure Social Security Income.
5. NMW Program provider must provide reasonable accommodations or modifications to a disabled participant to participate in the program, to the extent possible for that individual. This may include necessary accommodations in the number of hours and types of activities required.
6. TANF Participants seeking Limited Participation will be assessed, an Individual Responsibility Plan (IRP) created, and a Limited Work Participation Agreement (WPA) signed within 30 days of TANF grant approval. NMW Provider will assist the participant

in obtaining medical documentation from the last six months to provide to IRU to make determination on Limited Participation.

7. Assist TANF participants experiencing some form of family crisis that may not qualify for limited participation under IRU standards facing chronic homelessness, alcohol chemical or substance abuse dependency, or severe learning disabilities.
8. Assist TANF participants who are facing or have faced Family Violence.
9. Assist TANF participants who are eligible for a Hardship extension as defined in the current NMAC.
10. Assist TANF participants who are eligible for support services only.
11. Support development and implementation of a whole family approach to TANF participant's including how to support youth with education

#### **D. SCOPE OF PROCUREMENT**

This procurement is being conducted to obtain a service provider who will assist TANF participants in the NMW Program seeking or approved for Limited Participation or a Hardship Extension by IRU with mitigating barriers by matching individuals to services and resources to overcome such barriers which can include preparing for work. The service provider will assist those participants who have barriers requiring intensive case management, such as mental or physical limitations. The service provider will assist with seeking limited participation waivers and encourage the individual to apply for and pursue Social Security benefits through the Social Security Administration.

The term of this Contract shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same terms and conditions. This Contract shall not exceed four (4) years in accordance with NMSA 1978 §13-1-150. An award shall be made to the responsible Offeror(s) whose proposal(s) is (are) most advantageous to the HSD, taking into consideration the evaluation factors set forth in the RFP.

The resulting may be multiple awards. Award(s) will be based per scope of work.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.



## E. PROCUREMENT MANAGER

Human Services Department/ Income Support Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Eva Salazar. Procurement Manager  
Telephone: (505) 309-1292  
Email: [Eva.Salazar@state.nm.us](mailto:Eva.Salazar@state.nm.us)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HSD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## F. PROPOSAL DELIVERY

**Submissions of all proposals must be accomplished via the Human Services electronic procurement portal, Bonfire. Refer to Section III.B.1 for instructions.**

**Name:** Eva Salazar c/o Andrea Sisneros, Purchasing Supervisor  
**Reference RFP Name:** New Mexico Work Program for Limited Participants  
RFP #22-630-9000-0004  
**Address:** New Mexico Human Services  
Administrative Services Division  
1471 Rodeo Rd.  
Santa Fe, New Mexico 87505

## G. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**CRB**” means Contracts Review Bureau
10. “**Deliverable**” is a term used to describe a tangible or intangible object produced as a result of the activity that is intended to be delivered by the Contractor.
11. “**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.
12. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
13. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the Bonfire system, in such cases where Bonfire submissions are accepted.
14. “**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.

15. **“Employer”** means any for-profit, government agency, or not-for-profit business, regardless of location, that employs one or more persons.
16. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
17. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“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.
20. **“Fiscal Year”** means the Federal Fiscal Year that runs from October 1 of one year through September 30 of the following year.
21. **“Hardship Extension”** means an extension of the TANF/NMW 60-month lifetime limit due to specific conditions enumerated at 8.102.410.17 NMAC.
22. **“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.
23. **“Incapacity Review Unit”** (IRU) means a special unit in the department that determines the status of participants for the family violence option and limited work participation status. This is also known as the IRU.
24. **“Income Support Division”** (ISD) means the Division within the Human Services Department charged with administering the TANF Block Grant and programs pertaining thereto.
25. **“Initiative”** means the desired accomplishment of a series of related activities within a Scope of Work.
26. **“IT”** means Information Technology.
27. **“Lobbying Activities”** includes direct lobbying and grassroots or indirect lobbying. Direct Lobbying is a communication with a legislator (federal, state, local or foreign) or legislative staff member which: (1) refers to specific legislation; and (2) reflects a view on that legislation. Grassroots Lobbying is defined as a communication with the public that:

(1) refers to specific legislation; (2) reflects a view on that legislation; and (3) includes a "call to action".

28. **“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.
29. **“Minor Irregularities”** anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
30. **“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.
31. **“NMDWS”** means New Mexico Department of Workforce Solutions
32. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
33. **“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.
34. **“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.
35. **“Program Manager”** means the individual selected by the Procuring Agency to monitor and manage all aspects of the contract resulting from this RFP.
36. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
37. **“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.
38. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
39. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

40. **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
41. **“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.
42. **“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.
43. **“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.
44. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
45. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
46. **“State (the State)”** means the State of New Mexico.
47. **“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.
48. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
49. **“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.)

50. “**TANF**” means Temporary Assistance for Needy Families.
51. “**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.
52. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **H. PROCUREMENT LIBRARY**

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)

[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

Other relevant links:

Procurement Regulations and Request for Proposal – RFP instructions:

<http://www.generalservices.state.nm.us/statepurchasing/>

Code of Federal Regulations <https://www.ecfr.gov/current/title-45#200>

New Mexico Administrative Code <https://www.hsd.state.nm.us/lookingforinformation/income-support-division-1/>

Administration for Children and Families <https://www.acf.hhs.gov/>

New Mexico One Source [https://nmonesource.com/nmos/nmra/en/nav\\_date.do?page=3](https://nmonesource.com/nmos/nmra/en/nav_date.do?page=3)

NMAC Program Rules:

<https://www.srca.nm.gov/nmac-home/nmac-titles/title-8-social-services/chapter-102-cash-assistance-programs/>

NM Human Services Department <https://www.hsd.state.nm.us/>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	HSD	4/8/2022
2. Acknowledgement of Receipt Form	Potential Offerors	4/14/2022
3. Pre-Proposal Conference	Agency	4/14/2022
4. Deadline to submit Questions	Potential Offerors	4/20/2022
5. Response to Written Questions	Procurement Manager	4/27/2022
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>5/19/2022</b>
7.* Proposal Evaluation	Evaluation Committee	5/20-26/2022
8.* Selection of Finalists	Evaluation Committee	5/27/2022
9.* Best and Final Offers	Finalist Offerors	6/3/2022
10.* Finalize Contractual Agreements	Agency/Finalist Offerors	6/10/2022
11.* Contract Awards	Agency/ Finalist Offerors	7/1/2022
12.* Protest Deadline	HSD	15 days after notification of award

\* Dates indicated in Events 7 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Human Services Department /Work and Family Support Bureau on the date indicated in Section II.A, Sequence of Events.

[New Mexico Human Services Department \(bonfirehub.com\)](https://bonfirehub.com)  
[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](https://state.nm.us)

## 2. Acknowledgement of Receipt

Potential Offerors may submit electronically thru Bonfire the Acknowledgement of Receipt Form (APPENDIX A, to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager [Eva.Salazar@state.nm.us](mailto:Eva.Salazar@state.nm.us) via e-mail by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

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

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, on April 14, 2022, beginning at 9:00am MST/MDT via <https://meet.goto.com/186152933> or you can also dial in using your phone by calling (786) 535-3211 and enter access code: 186-152-933.

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.E). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at this conference Meeting is highly recommended, but not a prerequisite for submission of a proposal.

## 4. Deadline to Submit Questions

Potential Offerors may submit written via the procurement port questions via the procurement portal [New Mexico Human Services Department \(bonfirehub.com\)](http://New Mexico Human Services Department (bonfirehub.com)) or submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.



## 5. Response to Written Questions

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

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

[New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)  
[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

## 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third-party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

**Proposals must be submitted electronically through Human Services Procurement Portal. Refer to Section III.B.1 for instructions.** Proposals submitted by facsimile, or other electronic means other than through the Human Services electronic procurement portal, ***will not*** be accepted.

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

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of

clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offeror.

## **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 thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

## **9. Best and Final Offers**

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

## **10. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

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

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> 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:

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

**C. GENERAL REQUIREMENTS**

**1. Acceptance of Conditions Governing the Procurement**

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

**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 modify their proposal before the deadline for receipt of proposals through the Procurement Portal [New Mexico Human Services Department \(bonfirehub.com\)](http://New Mexico Human Services Department (bonfirehub.com))

Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Human Services personnel will not merge, collate, or assemble proposal materials.**

## 6. Offeror's Rights to Withdraw Proposal

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

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

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred 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

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

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

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

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

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## **14. Basis for Proposal**

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

## **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP,

as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

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

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a

Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.G.26. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **20. Change in Contractor Representatives**

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

### **21. Notice of Penalties**

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

### **22. Agency Rights**

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

### **23. Right to Publish**

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

### **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **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: [New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)

[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

## **28. New Mexico Employees Health Coverage**

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



after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

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

## 30. Letter of Transmittal

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

The Letter of Transmittal MUST:

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

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

## 31. Pay Equity Reporting Requirements include in section for pages

- 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.

**The New Mexico Preferences shall not apply because the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

1. **ELECTRONIC SUBMISSION ONLY Responses (Human Services Procurement Portal, Bonfire Interactive, can be accessed at [New Mexico Human Services Department \(bonfirehub.com\)](http://New Mexico Human Services Department (bonfirehub.com)))**
2. **All vendors must register with the Procurement Portal to log in and submit requested information.**

**Proposals in response to this RFP must be submitted through the Human Services Purchasing’s electronic procurement portal ONLY**, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. The Technical Proposals **SHALL NOT** contain any cost information.
  - i. **Confidential Information**: If Offeror’s proposal contains confidential information, as detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
    - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.48) versions for evaluation purposes; and
    - One (1) **redacted** (def. Section I.F.35) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

For technical support issues go to [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit their help desk forum at <https://bonfirehub.zendesk.com/hc>

The ELECTRONIC proposal submission must be fully uploaded in Human Services e-Procurement Portal by the submission deadline in Section II.B.6.

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

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror’s Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  1. Organizational Experience
  2. Organizational References
  3. Oral Presentation
  4. Mandatory Specification
  5. Desirable Specification
  6. Financial Stability – (Financial information considered confidential, as detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)

- 7. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

- 1. Completed Cost Response Form

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

A Proposal Summary may be included in Offeror’s Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

#### **IV. SPECIFICATIONS**

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

#### **TECHNICAL SPECIFICATIONS**

##### **1. Organizational Experience**

Offeror **must**:

Offerors must:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider for similar contracts. All similar services provided to private sector will also be considered.
- b) A description of the experience level, technical knowledge, and education of key organizational staff and any subcontractors, including CEO or executive director, fiscal manager, operational staff, and all personnel required to complete the Offeror’s responsibilities described in this RFP and the NMW Program Scope of Work sample, APPENDIX D. The offeror is not to assume or propose the use of State staff to conduct any work pursuant to this RFP. The Offeror should include any experiences of the proposed core team relevant to any projects of the type, size, and scope of this project. Special attention should be given to experience related to providing services to low-income families and individuals. The most recent relevant

experience for proposed staff members should be within the last two years of the date of this RFP.

c) **Past Performance Serving Low-Income Population**

Offerors should submit a statement of relevant organizational experience within the last five (5) years, including the experience of major subcontractors in delivering services to low-income families. The narrative in response to this factor should thoroughly describe the following information (referencing the subsections in sequence) to evidence the Offeror's experience:

- i. A brief statement and documentation of how long the Offeror has been performing the services sought under this RFP.
- ii. A description of the extent of the Offeror's knowledge to include samples of work (limit to 12 pages), regarding the following services that assist low-income families and individuals:
  - 1) Assisting participants with barriers who are seeking and approved for limited participation or hardship extensions with TANF;
  - 2) Services that stabilize a family's situation;
  - 3) Case management;
  - 4) Connections with other programs that serve the hard to employ, including vocational rehabilitation, mental health, and substance abuse services; and
  - 5) Provide services in rural communities;
  - 6) Assist with applying and securing Social Security Income;
  - 7) Support the Whole Family Approach to TANF participants, including how to support youth with education and career exploration;
  - 8) Job Development;
  - 9) Education and Training assistance (includes HSE and Vocational Training).

2. **Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I, Paragraph E.** It is the Offeror's responsibility to ensure the completed forms are received on or before the date as stated in Section II, A "Sequence of Events" for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the 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, Paragraph C 18.

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

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

### **3. Mandatory Specification**

- a) Offeror shall demonstrate the ability to collect and maintain caseload information, track participant's involvement and provide required reports to HSD (Statement of Concurrence):
  - i. NMW service provider(s) is(are) required to collect, analyze, and report specific caseload information related to all work activities that participants are involved in and all assessments conducted with participants, as a means of providing evidence to HSD that program requirements are being met. Reports are to be submitted to HSD on a monthly basis or as requested by HSD. In addition, the service provider is required to conduct assessments of NMW participants' skills, education, work experience and barriers to employment using the assessment tool prescribed/approved by HSD.
  - ii. The current database of record for TANF federal performance is ASPEN/WorkPath.
  - iii. HSD provides the NMW Service Provider with a data application system, referred to as WorkPath, for case management which is where all data is collected and maintained that is relevant to TANF/NMW performance expectations, NMW staff are expected to utilize this application in addition to HSD's ASPEN system. HSD is currently in the process of enhancing the WorkPath system, to include reporting requirements. Until enhancements have been implemented, NMW service provider is responsible for determining and collecting data as required per SOW. All caseload information, current and historical as well as the computer equipment related to this program will be the property of the State of New Mexico and will be turned over to the state at the end of the contract. In case of any security breach or unauthorized use, the NMW service provider will turn

over to HSD upon request the computer equipment and its contents, related to such incident.

- b) Offeror shall demonstrate the ability to meet the performance outcomes as outlined in this RFP's Section I, Paragraph B, by addressing the following elements (Statement of Concurrence):
- i. Referred NMW limited and hardship participants will be assessed, an Individual Responsibility Plan (IRP) created, and a Limited Work Participation Agreement (WPA) signed within 30 days of the TANF grant approval.
  - ii. Assist TANF Participants seeking or approved for Limited Participation by the IRU Unit in achieving self-sufficiency. The overall goal is to provide services designed to help individuals overcome their barriers and prepare for work depending on the participant's situation. If barriers are extreme, NMW provider will assist the participant with severe barriers apply and secure Social Security Income.
  - iii. NMW Program provider must provide reasonable accommodations or modifications to a disabled participant to participate in the program, to the extent possible for that individual. This may include necessary accommodations in the number of hours and types of activities required.
  - iv. Limited NMW participants who participate in Educational and Training assistance (HSE and Vocational Education) should plan to complete the educational activity and receive the appropriate certification within the participant's vocational education lifetime time limits.
  - v. Assist TANF participants to improve the quality of life for themselves and their children through case management and referrals to support services.
- c) Offeror shall include evidence of its capability to fully implement services no later than July 1, 2022, to avoid interruption of services to all NMW participants. The evidence should include timeline, duration and experience of transferring from other vendors.

#### 4. **Project Plan**

The NMW Program is administered by HSD which has responsibility for program direction and oversight. HSD through its regional offices and through contracts with service providers delivers integrated services to NMW participant to them obtain employment and thereby reduce their dependency on public assistance.

The Offeror's description on how the NMW program responsibilities would be met as a NMW service provider to include the following elements:

- a) Conducting effective and targeted job development;
- b) Providing integrated services to families and individuals whose primary language is not English;
- c) Providing integrated services to NMW participants and those who are considered to be TANF eligible;

- d) Establishing community partnerships for the purpose of providing support services to NMW participants in response to the needs of the region;
- e) Providing services in rural communities; and
- f) Establishing work experience and community service sites for NMW participants.

**5. Desirable Specification**

- a) **Staffing-** The Offerors shall include information describing its process to fill sufficient positions statewide in order to meet the requirements as described in this RFP and attached SOW. As a condition of the contract, Offeror must allow any NMW staff currently employed by the current NMW service provider to interview first for positions Offeror intends to fill in order to provide NMW Program services.

**B. BUSINESS SPECIFICATIONS**

1. The Offeror shall include evidence of the financial stability of its organization along with the following financial information:
  - a) Offerors shall submit information regarding any mergers, acquisitions, or sales of the Offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.
  - b) Offerors shall provide a statement as to whether there is any pending litigation against the Offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the Offeror's performance in a contract under this RFP. Likewise, Offerors must provide a statement as to whether the Offeror or any of the Offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so provide an explanation with relevant details.
  - c) Offerors shall secure a Performance Surety Bond in favor the Procuring Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**
2. In accordance with OMB 2 CFR 200, Offerors must complete and submit to HSD copies of their organization's most recent year's audit report (also referred to as a single audit), as well as those for the preceding two (2) years. The submissions shall include the audit

opinion, the balance sheet, and statements of income, retained earnings, cash flows, management letters and the notes to the financial statements.

**3. Letter of Transmittal Form**

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

**4. Campaign Contribution Disclosure Form**

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

**5. Cost Proposal/Budget**

The proposal should include a detailed description and line-item budget on how the grant will be used to serve eligible families. The Cost Response Form (See APPENDIX E) must be used to summarize all costs and expenses. Offeror must take into consideration the New Mexico regulations pertaining to gross receipts tax (GRT), if applicable, when submitting the proposed budget.

## **V. EVALUATION**

### **A. EVALUATION POINTs 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. Page limits for each factor are listed below. A page represents one side of an 8 1/2 X 11 sheet of paper, double spaced with a font no smaller than 12 point.

<b>Factor</b>		<b>Points Available</b>
<b>B</b>	<b>Technical Specifications</b>	
	B.1. Organization Experience	75 Points
	B.2. Organizational References	50 Points
	B.3. Mandatory Specifications	350 Points
	B.4. Project Plan	125 Points
	B.5. Desirable Specifications	50 Points
<b>C</b>	<b>Business Specifications</b>	
	C.1. Financial Stability	25 Points
	C.2. Organization's most recent year's audit report	25 Points
	C.3. Letter of Transmittal	Pass/Fail
	C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
	C.5. Cost Proposal/Budget	300 Points
<b>Total</b>		<b>1,000 Points</b>

**Table 1: Evaluation Point Summary**

**A. TECHNICAL SPECIFICATIONS**

**1. B.1 Organizational Experience (Total 75 points) (Maximum 40 pages Front and Back)**

Points will be awarded based upon an evaluation of the Offeror's:

- a) Efficient use of expertise within its organization, such as, internal communications, tools, for effective transfer of knowledge, training of staff and distribution of information;
- b) Experience, education and expertise of key personnel who deliver services to NMW participants; and
- c) Past-performance as related to the successful implementation of programs serving low-income populations, as it relates to knowledge serving population with physical and mental limitations and seeking limited participation or Hardship Extension approvals by the Incapacity Review Unit. Assist those individuals in setting goals to become self-

sufficient, by gaining employment that enables them to leave TANF or by assisting those participants in applying and securing Social Security Income (SSI).

- d) Experience applying the Whole Family Approach to case management, where family members work together to support each other's goals and achieve long-term change and stability.

## 2. B.2 Organizational References (Total 50 Points)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix G. 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 Mandatory Specifications (Total 350 Points)

- a) Ability to manage and maintain caseload information, input and track participant engagement and provide reports to HSD as requested. **(100 Points) (Maximum 40 pages Front and Back)**
- b) Incorporate the Whole Family Approach to case management when working with the Limited Population, which is a family led strategy that provides adults and children with the tools they need to set goals together, create plans, and to achieve those goals. **(50 Points) Maximum 5 pages Front and Back)**
- c) Ability to collaborate with and enhance the NMW Program as it relates to limited participants to overcome barriers and become self-sufficient or assist in applying and securing Social Security Income. **(50 Points) (Maximum 5 pages Front and Back)**
- d) Ability to assist the NMW participants attain the performance outcomes as outlined in this RFP's Section I Paragraph B. **(100 Points) (Maximum 40 pages Front and Back)**
- e) To avoid interruption of services to all NMW participants, the Offeror shall include evidence of its capability to fully implement services no later than July 1, 2022. The evidence should include timeline, duration and experience of transferring from other vendors. **(50 Points) (Maximum 15 pages Front and Back)**

## 4. B.4 Project Plan (Total 125 Points) (Maximum 75 pages Front and Back)

Outline of an effective program strategy to attain outcomes.

Points will be awarded based upon an evaluation of the strength and quality of the project plan, which shall include details pertaining to Offeror's ability to:

- a) Conduct effective and targeted case management to individuals with extreme barriers;
- b) Provide integrated services to families and individuals whose primary language is not English;
- c) Provide integrated services to NMW recipients and those who are TANF eligible;
- d) Establish community partnerships for the purpose of providing support services to NMW participants in response of the needs of the participant;
- e) Provide services in rural communities; and
- f) Provide limited participants with services designed to address barriers and take steps toward achieving employment goals. This must be done by placing limited participants in appropriate work activities for their situation and their circumstances and by

referring them to appropriate support services the help the participants overcome the barriers and help them secure employment.

- g) Have knowledge and understanding of the Social Security application and appeals process and assist limited participants or those who are on a Hardship Extension with applying for and securing Social Security Income if barriers are extreme or are anticipated to be long term.

**5. B.5 Desirable Specification (Total 50 Points)**

**a) Staffing (50 Points) (Maximum 20 pages Front and Back)**

Points will be awarded based on the Offeror's ability to fill sufficient positions statewide in order to meet the requirements as described in this RFP and attached SOW. As a condition of the contract, offeror must allow any NMW staff currently employed by the current NMW service provider to interview first for positions offeror intends to fill in order to provide NMW services.

**B. BUSINESS SPECIFICATIONS**

**6. C.1 Financial Stability (Total 25 Points) (Maximum 15 pages Front and Back)**

**Points will be awarded based on the Offeror's submission of:**

- a) Information regarding any mergers, acquisitions, or sales of the Offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details;
- b) Provide a statement as to whether there is any pending litigation against the Offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the Offeror's performance in a contract under this RFP. Likewise, Offerors must provide a statement as to whether the Offeror or any of the Offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so provide an explanation with relevant details; and
- c) A statement of concurrence with securing a Performance Surety Bond in favor of the Procuring Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award.

**7. C.2. Organization's most recent year's audit report (Total 25 Points)**

Points will be awarded Offer's submission of their organization's most recent year's audit report (also referred to as a single audit), as well as those for the preceding two (2) years. The submissions shall include the audit opinion, the balance sheet, and statements of income,

retained earnings, cash flows, management letters and the notes to the financial statements. The audit report has to be in accordance with OMB 2 CFR 200.

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

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

**10. C.5 Cost Proposal/Budget (Total 300 Points)**

The cost factor is based on the Total Cost Proposal (bottom line) contained in the Reimbursable Services Total Cost Response Form (APPENDIX E). For the purposes of this RFP, cost is defined as the total of federal and state expenditures, regardless of mix, incurred in carrying out the services detailed in the RFP.

Each Offeror's technical proposal will be adjusted, or normalized, using the following formula:

$$\frac{\text{Lowest Offeror Proposed Cost}}{\text{Offeror's Proposed Cost}} \times \text{Available Award Points}$$

**C. EVALUATION PROCESS:**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response specified in Section I, Paragraph E.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph B 6-7.
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, Paragraph 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 WORK PROVIDERS

22-630-9000-0004

#### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00 pm as per schedule Section II. A., Sequence of Events Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

**Submit Acknowledgement of Receipt Form to:**

Eva Salazar, procurement manager

[Eva.Salazar@state.nm.us](mailto:Eva.Salazar@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:**

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

Item	Description
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) Name of Contractor

-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) Name of Contractor

**APPENDIX C**  
**DRAFT CONTRACT**

STATE OF NEW MEXICO  
**HUMAN SERVICES DEPARTMENT**  
PROFESSIONAL SERVICES CONTRACT  
(SAMPLE)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the “HSD,” and **Contractor**, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated herein by reference.

**2. Compensation.**

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax, if applicable, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

**(—OR— CHOICE – MULTI-YEAR)**

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the HSD to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

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

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

**3. Term.**

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

**4. Termination.**

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

B. Notice; HSD Opportunity to Cure.

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

2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what they must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HSD 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 HSD 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 HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the HSD'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 HSD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the HSD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the HSD upon termination and shall be submitted to the HSD as soon as practicable.

**5. Appropriations.**

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

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the HSD. 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 HSD.

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service - Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

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

### **13. Amendment.**

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

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

14. **Merger.**

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

15. **Penalties for Violation of Law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Records and Financial Audit.**

A. The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

B. Contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable or upon HSD request, submit its most recent 2 CFR 200 audit. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the

auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HSD and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this Agreement if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, and appendices where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F and appendices.

## **20. Indemnification.**

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

receives notice thereof, notify the legal counsel of the HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

**21. New Mexico Employees Health Coverage.**

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

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

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

**22. 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.

**23. 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.

**24. Notices.**

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

To the HSD: [name, address, email]

To the Contractor: [name, address, email]

**25. Debarment and Suspension.**

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred,

suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

- 1) The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.
- 2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the Agreement.

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

**26. Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Anti-Lobbying).**

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the Agreement.

**27. Non-Discrimination.**

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.



B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

**28. Drug Free Workplace.**

A. *Definitions.* As used in this paragraph—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations

occurring in the workplace;

- a) Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);
  - b) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
  - c) Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - d) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- 3) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HSD, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

**29. Findings and Sanctions.**

A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor acting pursuant to this agreement finds were expended, or to which appropriate

federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

### **30. Performance.**

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA), as applicable, with the following requirements:

A. All work will be performed under the supervision of the Contractor, the Contractor's responsible employees, and the Contractor's subcontracted staff.

B. Contractor agrees if Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from, or created on behalf of, HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from, or created on behalf of, HSD by Contractor pursuant to the Services; are collectively referred to as Confidential Information in Article 10 of this Agreement, made available to Contractor, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.

D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be purged from all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this

is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts, and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.

G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.

H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to HSD Confidential Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.

I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD upon contract start and, at a minimum, annually thereafter during the term of this Agreement.

J. The HSD will have the right to terminate the contract if the Contractor or its subcontractors or Business Associates fail to provide the safeguards described above, consistent with the termination clause herein.

K. Upon request, the Contractor will provide the HSD copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within three (3) days of their discovery.

L. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of three (3) days (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.

M. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.

N. The HSD will have the right to seek remedies consistent with the liability terms of this contract Agreement and/or terminate the Agreement if the Contractor or its Subcontractors or Business Associates fail to provide the safeguards or to meet the security and privacy requirements to safeguard Confidential Information as described above, consistent with the liability and/or termination clauses herein.

O. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Business Associate hereunder.

P. HSD Personally Identifiable Information (PII) cannot be accessed by HSD employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, HSD PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

**31. Criminal/Civil Sanctions.**

A. It is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the HSD's applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

32. **Inspection.**

The HSD shall have the right, with 24 hour notice, to send its inspectors into the offices and plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to PHI and PII under this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

33. **Contractor's Responsibility For Compliance With Laws and Regulations.**

A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HSD as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HSD Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates.

34. **Contractor's Responsibility For Compliance With Laws and Regulations Relating To Information Technology.**

The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HSD's Confidential Information or other data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
5. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT".

35. **Authority.**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Cabinet Secretary

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Chief Financial Officer

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD General Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

CRS ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tax and Revenue Department Representative

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX D**

### **SAMPLE SCOPE OF WORK**

**This is an example of a Scope of Work. Please refer to RFP for additional aspects.**



## Scope of Work

### New Mexico Works Program

#### **OVERVIEW:**

This overview introduces the New Mexico Works (NMW) Program as an opportunity to work directly with recipients of Temporary Assistance for Needy Families (TANF). All adult TANF recipients are referred to as participants in the NMW program. The NMW Program is an employment and training program designed to help needy families achieve self-sufficiency by placing adults in activities which will ultimately lead to benefits and wages that will enable them to support their families. The service provider will assist all participants with mitigating barriers by matching individuals to services and resources to overcome such barriers and prepare for work readiness. For those participants who have barriers requiring intensive case management, such as mental or physical limitations, the service provider will assist with seeking limited participation waivers and encourage the individual to apply for and pursue Social Security benefits through the Social Security Administration.

There are twelve (12) Exhibits associated to this contract, 11 of them are electronic (e-Exhibits). Exhibit A, Scope of Work, is not an e-Exhibit. All e-Exhibits will be posted on the HSD website for contractor review at <https://www.hsd.state.nm.us/lookingforinformation/income-support-division>.

#### **THE CONTRACTOR SHALL:**

1. Comply with the NMW Program policies and procedures as outlined in the NM Administrative Code (NMAC), the TANF Guide or any other program guidance produced by HSD as they exist now or as they may be amended.
2. Adhere to the program goals and outcomes as defined in the NM TANF State Plan.
3. Provide case management that is in alignment with the TANF program goals as outlined in 45 CFR § 260.20.
4. Respond to all written requests for information and/or clarification by HSD regarding the program within thirty (30) days of receipt of such a request unless a different timeframe is specified in the request.
5. Have a NMW Program representative attend all TANF meetings as scheduled by HSD.
6. Maintain current knowledge of all potential community resources available to help mitigate personal barriers and refer participants as appropriate.
7. Support development and implementation of a whole family approach to TANF recipients, including how to support youth with education and career exploration.

#### **POPULATION TO BE SERVED:**

The New Mexico Works Provider must provide comprehensive services to the following population:

1. TANF Participants seeking or approved for Limited Participation by the Incapacity Review Unit (IRU).

- a. Some participants may be suitable for limited participation for the purpose of assisting them to achieve self-sufficiency. Refer to the NMAC, TANF Guide or numbered memos for up-to-date policy on requirements for submitting limited participation requests.
  - b. It is a requirement of the service provider to provide reasonable accommodations or modifications to a disabled individual to participate in the program, to the extent possible for that individual. This may include necessary accommodations in the number of hours and types of activities required.
  - c. The overall goal is to provide services designed to help participants overcome their barriers and prepare for work depending on the individual's situation.
  - d. It is discriminatory to deny a person with a disability the right to participate in the TANF program and automatically exclude them from participation.
2. TANF Participants who have multiple barriers.
  3. TANF Participants experiencing some form of family crisis that may or may not qualify for limited participation under IRU standards such as but not limited to:
    - a. Chronic homelessness
    - b. Alcohol, chemical or substance abuse dependency
    - c. Severe learning disabilities
  4. TANF Participants who are facing or have faced Family Violence.
  5. TANF Participants who are eligible for a Hardship extension as defined in the current NMAC.
  6. TANF Participants who are eligible for support services only.

## **REPORTING REQUIREMENTS**

NMW Service Provider is required to collect, analyze, and report timely and accurate data to demonstrate service outcomes. Reports include, but are not limited to, the following:

1. **Annual Service Plan** – On or before August 1, NMW Service Provider is required to submit an annual service delivery plan. This plan must describe in detail how provider staff will perform the services within the TANF Guide and numbered memos. This plan must include established procedures to ensure collaborative, cooperative, and successful outcomes with the local ISD office. The plan must also address the following:
  - Participant Services
  - Case Management
  - Quality Assurance
  - Staffing
  - Training
  - IT Systems
  - Case Record Management
  - Program Monitoring
  - Performance Measurements, Outcomes and Validation
  - Partner Services
  - Complaint resolution for:
    1. Program

2. Displacement
3. Civil Rights and Rude Treatment
  - a. All such complaints must be reported to Quality Improvement Section (QIS) within twenty-four (24) hours. QIS will investigate and provide recommended corrective action.
- Disaster Plan/Continued Operations Plan
2. **Cost Allocation Plan** – On or before August 1, NMW Service Provider shall provide HSD with an annual plan of allocated costs for each program for approval or when a program is added or removed.
3. **Sub-Contractor and Partner Services List** – For each program year, on or before August 1, NMW Service Provider is required to provide a list of sub-contractors and partner services. Should integration of new sub-contractors or partners occur within the program year, NMW Service Provider will provide HSD with an updated list. A comprehensive description of services provided by each sub-contractor or partner is to be included. NMW Service Provider must hold quarterly meetings, or more frequent if needed, with such partners.
4. **Annual Staffing Pattern** – Annually, on or before August 1, NMW Service Provider is required to provide a staffing pattern to include job descriptions (function and service) and case manager caseload size.
5. **Inventory Lists** – NMW Service Provider is required to submit an inventory list in accordance with published state requirements using the reporting format provided by the state each quarter. A close out inventory list shall be provided to HSD with the last billing invoice using the reporting format provided by the state.
6. **Monthly Staffing Report** – NMW Service Provider is required to provide a monthly Staffing Report. The report must include a listing of all staff providing services under this contract, as prescribed by HSD.
7. **Monthly Employment Report** – NMW Service Provider is required to provide a monthly Employment Report for any participants who have obtained employment. The report must include the employer’s name, the job title, pay rate, number of hours per week, and start date.
8. **90-Day Employment Retention Report** – NMW Service Provider is required to provide a comprehensive quarterly report, which must include: names and ASPEN case ID of all individuals that found unsubsidized employment after receiving TANF, plus name of employer, start date, follow-up date, whether the 90-day retention was achieved or not, and if the 90-day retention was not achieved, the reason. NMW Service Provider will also inform ISD of the source of the data reported.
9. **Up to Date Report:** NMW Service Provider is required to provide a comprehensive monthly report which must include but is not limited to:
  - a. The number of individuals pending IRU review
  - b. The number of individuals approved by IRU
  - c. The number of individuals sanctioned
  - d. The number of new referrals from DWS
  - e. The number of individuals currently sanctioned
10. **Closures:** NMW Service Provider is required to submit a monthly report showing how many cases closed due to either earned or unearned income along with a case number

11. **Referrals:** NMW Service Provider is required to submit a monthly report identifying the number and types of referrals made each month.
12. **Incident Reports** – All incidents involving participants, law enforcement, security officers or the fire department will need to be reported to HSD within twenty-four (24) hours.

**Fiscal Reporting Requirements:**

- A. Submit an annual budget that must be approved by the Program Manager designated by HSD, for operating costs. NMW Service Provider shall prepare a budget for the contracted amount that includes all line-item elements as prescribed by NM State Purchasing Department (SPD) and by Department of Finance and Administration (DFA). The budget must be submitted to HSD by the thirtieth (30th) calendar day following the effective date of this contract.
- B. Ensure that program expenditures comply with TANF regulations. There are specific restrictions on any use of federal TANF funds including, but not limited to, the following:
  1. Any use of federal TANF funds must be consistent with TANF purposes and applicable TANF rules.
  2. NMW Service Provider shall not use Federal funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by HSD as allowed by Federal law.
  3. NMW Service Provider may sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided for by Federal law. Copies of all subcontracts originating under this Contract/Agreement are to be provided to HSD or made available for inspection by HSD within thirty (30) days of subcontract approval.
  4. Any costs charged to each program must be necessary, reasonable, and allocable to the program.
  5. NMW Service Provider shall not use Federal funds to construct or purchase buildings or facilities or to purchase real estate.
  6. NMW Service Provider shall not use Federal funds for general expenses required to carry out another program responsibility, except as permitted by federal law.
- C. Limit administrative costs to no more than the amount as specified below. This cost limit includes both permissible direct and indirect administrative costs and is cumulative for NMW Service Provider as well as any sub-contractor(s) of NMW Service Provider.
- D. Ensure that administrative costs in the TANF program are costs that are necessary for the proper administration of the TANF program. Ensure that administrative costs do not exceed ten percent (10%) of the amount allocated to administer the NMW Program.
  1. Administrative costs include:
    - i. The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs.
    - ii. The salaries and benefits of staff performing administrative and coordination

- functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
      - iii. Costs such as equipment, travel, and office space costs, when directly associated with provider staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
      - iv. Training of NMW Service Provider staff to perform administrative functions, such as eligibility determinations, procurement, and payroll.
  - 2. Excluded from “administrative costs” are the direct costs of providing program services such as:
    - i. Case management, information and referral, and coaching/mentoring activities.
    - ii. Providing program information, the development of employability plans, work activities, post-employment services, and work supports.
    - iii. Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise).
    - iv. Costs for training of case managers or for other training directly associated with providing program services as program costs under its cost allocation plan. For example, training of the case managers and other staff about how to provide appropriate services to victims of domestic violence under the Family Violence Option (i.e., screening and identification, safeguarding, referrals to appropriate services, and options to waive program requirements) would be a program cost. Likewise, training staff about providing appropriate services to people with disabilities would be a program cost.
- E. Conform and ensure that sub-contractors shall conform to the requirements of Federal Office of Management and Budget OMB Super Circulars, where appropriate, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), 2005 Deficit Reduction Act (DRA) and applicable TANF, NMW Program statutes and regulations. Provide HSD with one, accurate and timely monthly billing invoice as prescribed by SPD. Failure to adhere to these requirements may result in a reduction of available funds and non-payment of invoices. The carryover of funds between fiscal years shall not be permitted. HSD will make every effort to make payment to NMW Service Provider within thirty (30) days from receipt of a correct invoice.
- F. Ensure that Budget Adjustment Requests (BARs) are submitted to HSD program manager as necessary. BARs must be submitted and receive HSD approval prior to the submission of the monthly invoice.
- G. Ensure compliance with all federal and state laws and regulations, as applicable, relating to the uses and expenditures of the funds made available.

- H. Maintain fiscal records necessary for full accountability, comply with federal accounting and fiscal requirements applicable to handling of any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended.
- I. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR 205.
- J. The budget submitted for TANF shall provide the basis for all services to be provided. The budget shall not be altered without the written approval of HSD. The budget shall be submitted in a format prescribed by HSD.
- K. Manage the funding made available by:
  - 1. Ensuring that monthly expenditures meet federal TANF and state requirements.
  - 2. Ensuring that the funding is not utilized for duplicative services already available to low-income populations
  - 3. Ensuring submission of monthly invoices by NMW Service Provider to HSD is received no later than the fifteenth (15th) of the month following the end of each month. Failure to adhere to this requirement may result in a reduction of available funds and non-payment of invoices. HSD will make every effort to make payment to the NMW Service Provider within thirty (30) days from receipt of a correct invoice.
- L. Contract for an independent yearly audit at NMW Service Provider's expense. An official copy of the independent auditor's report shall be provided to HSD and any other authorized entity.
- M. Upon termination of this Contract/Agreement or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by NMW Service Provider to HSD.
- N. Timely submit all invoices to HSD via email to:

[Eva.Salazar@state.nm.us](mailto:Eva.Salazar@state.nm.us)

**INFORMATION TECHNOLOGY (IT) REQUIREMENTS**

- A. All NMW Service Provider computers, which are co-located in HSD field offices, will conform to HSD IT standards for configuration and connectivity as follows:
  - NMW Service Provider must obtain HSD approval and meet HSD standards for all IT equipment purchased. NMW Service Provider shall submit the IT hardware (network and all non-networks) and IT software specifications in writing to the Program Manager and the Work and Family Support Bureau (WFSB) Chief at least thirty (30) calendar days in advance of the IT purchase. The Program Manager will forward the written request to ITD. The Program Manager or the WFSB Bureau Chief may request additional documentation from NMW Service Provider, if requested by ITD.
  - NMW Service Provider must comply will all HSD security requirements.

- NMW Service Provider may not have local accounts on NMW Service Provider computers that have elevated privileges.
- NMW Service Provider will be responsible for any costs related to damages it has caused in HSD network or server rooms.
- NMW Service Provider staff will access ASPEN and WorkPath applications via a Web Interface utilizing HSD supported browsers
- NMW Service Provider must provide documentation of its oversight process that ensures that they limit access to HSD participant data to workstations which have been approved for NMW Service Provider staff use during normal business hours. Exceptions must be approved by HSD.
- NMW Service Provider must complete all required Blackboard courses that assures that any access, tasks, or other work performed by its staff will be performed consistent with HSD security standards in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in HSD Personnel Policy 043.17 on the HSD Web site.
- NMW Service Provider must provide participants who require internet service for a job search activity with computer(s) connected to a separate HSD internal network or via NMW Service Provider hotspot
- NMW Service Provider staff will only be provided access to the HSD database upon submission of required HSD and/or NM DoIT Security Access documents which are required to gain access to all network connections for NMW Service Provider staff who require access. The current HSD database of record for TANF federal performance is the ASPEN and WorkPath databases.
- NMW Service Provider's works program computers must comply with antivirus requirements and HSD will monitor NMW Service Provider's computers for compliance unless otherwise directed by HSD ITD.
- NMW Service Provider staff will cooperate with HSD security staff in the event it is discovered that any employee of NMW Service Provider enters falsified data into HSD data systems or breaches HSD security policies or authorized use standards, including ASPEN Directive.
- NMW Service Provider must provide all desktop support for its employees and computers.
- NMW Service Provider must purchase all required licenses for NMW Service Provider computers and those necessary for meeting performance requirements of the contract such as Perceptive Content.

A. All NMW Service Provider staff located offsite who will access the HSD dataset for TANF federal performance will conform to HSD IT standards for configuration and connectivity as follows:

- NMW Service Provider must provide documentation that assures that any access, tasks, or other work performed remotely by its staff will be performed consistent with HSD security standards in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and

Human Services and IRS Publication 1075. These standards are covered in HSD Personnel Policy 043.17 on the HSD Web site.

- NMW Service Provider will only be provided access to the system upon submission of required HSD and/or NM DoIT Security Access documents.
- NMW Service Provider must purchase required licenses for connecting to HSD network's VPN.
- NMW Service Provider must purchase all required licenses for NMW Service Provider computers and those necessary for meeting performance requirements of the contract such as Perceptive Content.
- NMW Service Provider's works program computers must comply with antivirus requirements and HSD will monitor NMW Service Provider's computers for compliance unless otherwise directed by HSD ITD.
- NMW Service Provider must comply will all HSD security requirements.
- NMW Service Provider may not have local accounts on NMW Service Provider computers that have elevated privileges.

B. NMW Service Provider shall provide a data management, collection and reporting system at no development or license cost to HSD. HSD will provide funding for the associated computer equipment for that system as approved by HSD under the terms of this contract. All data, current and historical, as well as the associated computer equipment related to this system will be the property of the State of New Mexico and will be turned over to the state at the end of the contract in a manner to be determined by HSD. HSD standards associated with function are as follows:

- NMW Service Provider must provide a plan documenting its backup procedures to ensure data is protected through daily backups of any participant data related to this contract. NMW Service Provider must provide documentation that monthly backups are maintained in locations separate from the originating servers. NMW Service Provider's standard access protocol must be documented and approved by HSD and demonstrate that only current employees continue to have access and any former employees are affirmatively excluded. Backups must meet all HSD security requirements (i.e., encryption).
- For approval by HSD, NMW Service Provider must provide a security plan that defines responsibilities, as well as the qualifications of the individual tasked to ensure security of the system and data. This individual will be responsible for ensuring appropriate security procedures are documented and followed in the performance of this project consistent with HSD security standards which are in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in HSD Personnel Policy 043.17 on the HSD Web site.
- NMW Service Provider must provide HSD a Disaster Recovery and Business Continuity plan to ensure service continuity to HSD participants. HSD may require such plan be updated no less than quarterly. This Disaster Recovery and Business Continuity Plan must be submitted to HSD for review and acceptance.



- Hardware purchased by NMW Service Provider will be compatible with specifications for current computer systems used by HSD. HSD will provide current specifications to NMW Service Provider.
- NMW Service Provider will document and maintain an inventory list of procured workstations and servers to include model, serial numbers, and other information as requested by HSD. Such inventory shall be provided to HSD quarterly.
- NMW Service Provider will use reasonable care in maintaining purchased equipment to include, but not be limited to, physical and electronic service requirements.
- At the end of the contract, or upon termination, NMW Service Provider will deliver, in good condition, all IT equipment purchased under this project to a location identified by HSD. Hardware delivered must be “sanitized” consistent with State Auditor regulations and not contain any participant data.

**APPENDIX E**  
**COST RESPONSE**

## COST RESPONSE FORM

Line Item Description	FY 23BUDGET	Justification
EXEMPT PERMANENT POSITIONS - FT & PT		
TERM POSITIONS - FT & PT		
PERSONNEL SERVICES TOTAL		
GROUP INSURANCE PREMIUM		
F.I.C.A.		
GSD WORKER'S COMPENSATION ASSESSMENT PREMIUM		
UNEMPLOYMENT COMPENSATION PREMIUM		
EMPLOYEE LIABILITY INSURANCE PREMIUM		
EMPLOYEE CONTRIBUTIONS TOTAL		
PROFESSIONAL SERVICES		
OTHER SERVICES		
INFORMATION TECHNOLOGY SERVICES		
CONTRACTUAL SERVICES TOTAL		
EMPLOYEE IN-STATE MILEAGE & FARES		
EMPLOYEE IN-STATE MEALS & LODGING		
TRANSPORTATION - NON-TAXABLE - PARTS & SUPPLIES, TAXABLE - MAINTENANCE & REPAIR SERVICES		
OTHER TRAVEL		
TRAVEL AND TRANSPORTATION TOTAL		
INFORMATION TECHNOLOGY MAINTENANCE		
OTHER MAINTENANCE		
MAINTENANCE & REPAIRS TOTAL		
SUPPLIES - INVENTORY EXEMPT INFORMATION TECHNOLOGY		
SUPPLIES - OFFICE SUPPLIES		
SUPPLIES TOTAL		
PRINTING & PHOTOGRAPHIC SERVICE		
RENT OF LAND OR BUILDINGS		
RENT OF EQUIPMENT		
COMMUNICATIONS		
EMPLOYEE TRAINING & EDUCATION		
BOARD MEMBER TRAINING AND EDUCATION		
ADVERTISING		

CARE & SUPPORT		
MISCELLANEOUS EXPENSE		
<b>OTHER OPERATING COST TOTAL</b>		
EMPLOYEE OUT OF STATE MILEAGE & FARES		
EMPLOYEE OUT OF STATE MEALS & LODGING		
<b>OUT OF STATE TOTAL</b>		
OTHER FINANCING USES (10% Adm. Indirect Cost)		
<b>OTHER FINANCING USES TOTAL</b>		
<b>GRAND TOTAL</b>		
<b>NM Gross Receipts Tax (if it is to be applied to proposed budget).</b>		

## **APPENDIX F**

### **Letter of Transmittal Form**

## Letter of Transmittal Form

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

RFP#: 22-630-9000-0004

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

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

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

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

**3. Use of subcontractors (Select one):**

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

\_\_\_\_\_  
 (Attach extra sheets, as needed)

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

\_\_\_\_\_  
 (Attach extra sheets, as needed)

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

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

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

## **APPENDIX G**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Eva Salazar Procurement Manager at [eva.salazar@state.nm.us](mailto:eva.salazar@state.nm.us) by May 19, 2022, at 5:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 22-630-9000-0004**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Human Services Division /Income Support Division via e-mail at:

Name: Eva Salazar  
Email: [Eva.Salazar@state.nm.us](mailto:Eva.Salazar@state.nm.us)  
Cell phone: (505) 309-1292

Forms must be submitted no later than May 19, 2022 & by 5:00 pm **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

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

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



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 materials produced by the vendor?

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

**APPENDIX H**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE ACKNOWLEDGEMENT**

## **NEW MEXICO EMPLOYEES HEALTH COVERAGE ACKNOWLEDGMENT**

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grow 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:
  - a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
  
2. 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.
  
3. 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.hsd.state.nm.us/Centennial\\_Care.aspx](http://www.hsd.state.nm.us/Centennial_Care.aspx).
  
4. 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, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_