

HUMAN SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

Refugee School Impact Program



RFP# 25-630-9000-0002

RFP Release Date: April 5, 2024

Proposal Due Date: May 10, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the Refugee School Impact Program (RSIP) that assist local school systems impacted by significant numbers of newly arrived refugee children. The services are funded by and allowable under the Office of Refugee Resettlement (ORR), while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of the Refugee Resettlement Program (RRP). The funding for the RSIP is authorized under Section 412(c)(1)(A) of the Immigration and Nationality Act.

The RSIP provides services to newly arrived refugee children and families, with the goals of improving refugee student academic performance and social adjustment to school as well as increasing parental involvement. The RSIP service provider will administer afterschool and summer school programs and will provide case management services targeted at improving student success and integration. Offerors shall provide evidence of experience and ability to work with multilingual and multicultural students; implement and monitor academic programming and student achievement; assess recipient skills and abilities; provide case management as needed; make appropriate referrals to community partners for support services; and provide family centered support services.

B. BACKGROUND INFORMATION

The New Mexico Human Services Department/Health Care Authority (HSD/HCA) manages state and federal funds that provide life's most basic necessities to many New Mexican individuals and families—touching the lives of one in three New Mexicans with food, access to health care, income, work, energy assistance and community services. HSD/HCA oversees the RRP for the State of New Mexico. HSD/HCA is the fifth largest New Mexico state agency with approximately 2,000 employees in 53 office locations statewide. The HSD/HCA is organized into five 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); Behavioral Health Services Division (BHSD); and Program Support, which includes the Administrative Services Division (ASD), Information Technology Division (ITD), Office of Human Resources (OHR), Office of Inspector General (OIG) and the Fair Hearings Bureau.

HSD/HCA's mission is to transform 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.

At the federal level the U.S. Congress passed The Refugee Act of 1980, which standardized the resettlement services for all refugees admitted to the U.S. This Act incorporates the definition of "refugee" used in the U.N. Protocol, and makes provision for regular flow as well as emergency admission of refugees and authorizes federal assistance for the resettlement of refugees. The Refugee Act provides the legal basis for the ORR.

The purpose of the New Mexico Refugee School Impact Program (RSIP) is to strengthen academic performance and to aid the social adjustment of newly arriving refugee youth.

Services focus on new arrivals and those who have been in the U.S. three (3) years or less and continue to face integration and academic challenges. Both youth and their families may receive services from the Refugee School Impact program.

1. The primary programmatic areas in the Refugee School Impact Program:
 - a. Summer School Programs
 - i. Develop and implement an innovative summer school curriculum focused on continued learning and retention over the school break. The curriculum shall include academic enrichment activities, recreational activities, arts and crafts, field trips, and visits from local organizations.
 - b. School Year Academic Support:
 - i. Academic support may include: an after-school program, in school classroom support, after school one-on-one tutoring.
 - c. Family Engagement
 - i. Provide support to parents who may be struggling with parental roles in the U.S.
 - ii. Address topics such as understanding and accessing the local public-school system and available local, state, and federal support systems, as well as general issues such as health and safety, community participation, nutrition, laws, academic success, parenting, and healthy family relationships.
 - d. Case Management Services:
 - i. Case manager shall create an Individual Service Plan (ISP) to outline the family's goals and the services they shall receive.
 - ii. Students and families shall be provided with, and connected to, community resources and referrals to support student academic success and acculturation.

This RFP will assist the HSD/HCA to strengthen, supplement and coordinate efforts in furtherance of the mission of the HSD/HCA and the Office of Refugee Resettlement funding.

C. SCOPE OF PROCUREMENT

Offerors may provide a collaborative response with identified partners. The scope of the procurement is to secure an agreement with a service provider(s) that has the ability and resources to, and will, assist newly resettled refugee children with improving their academic performance and social adjustment to school, as well as increasing parents' involvement in their children's education. Such services are defined in the SOW attached to the draft contract.

The term of this contract shall be for one (1) year from date of award with the option to extend for a period(s) 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 price, terms and conditions. This contract shall not exceed four (4) years.

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

D. PROCUREMENT MANAGER

HSD/HCA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jason B. Trujillo Procurement Manager
Telephone: (505) 709-5415
Email: JasonB.Trujillo@hsd.nm.gov

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/HCA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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.

E. PROPOSAL SUBMISSION

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

F. 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. **"Award"** means the final execution of the contract document.

3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**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.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**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.
9. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
10. “**Electronic Submission**” means a successful submittal of Offeror’s proposal in the HSD/HCA Bonfire portal.
11. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**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.
14. “**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.

15. “**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, as explained in Section II.B.8.
16. “**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.
17. “**IT**” means Information Technology.
18. “**Limited English Proficiency**” (**LEP**) means English is not an individual’s primary language and they may have difficulty communicating effectively in English.
19. “**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 may result in the rejection of the Offeror’s proposal.
20. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
21. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
22. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
23. “**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.
24. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
25. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
26. “**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.

27. **“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.
28. **“Refugee”** individuals having or having held one of the refugee statuses as defined in §400.43 of the Code of Federal Regulations.
29. **“Refugee Resettlement Program” (RRP)** means the program administered by the HSD/HCA through federal funding to states which is designed to provide assistance to newly resettled refugees with a goal of assisting refugees to obtain self-sufficiency at the earliest possible time after arrival in the United States.
30. **“Refugee School Impact Program” (RSIP)** means the program administered by the HSD/HCA through federal funding to states which is designed to provide refugee children with services that enhance their school achievement and their successful integration into the New Mexico community as well as services to increase active parent involvement into their child’s education.
31. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
32. **“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.
33. **“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.
34. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into HSD/HCA’S electronic procurement portal bonfire system prior to the submission deadline stated in the RFP.
35. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
36. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
37. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

38. **“State (the State)”** means the State of New Mexico.
39. **“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.
40. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
41. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
42. **“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.
43. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. 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 this document through your own internet connection. The library contains information listed below:

- Procurement Regulations and Request for Proposal – RFP instructions:
<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

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Other relevant links:

- New Mexico Annual Social and Economic Indicators:
<http://www.dws.state.nm.us>
- New Mexico’s FY19 Refugee Resettlement State Plan:
https://www.hsd.state.nm.us/uploads/FileLinks/6331671b99b34cafba9bd8cb327bc208/FFY_2019_Refugee_Resettlement_Program_State_Plan.pdf
- New Mexico Administrative Code:
<http://164.64.110.134/nmac/T08C119>

- Office of Refugee Resettlement:
<http://www.acf.hhs.gov/programs/orr/>
- Administration for Children and Families Code of Federal Regulations
<https://www.acf.hhs.gov/orr/resource/400-refugee-resettlement-program>

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/HCA	April 5 th ,2024
2. Acknowledgement of Receipt Form	Potential Offerors	April 11 th , 2024
3. Pre-Proposal Conference	HSD/HCA	April 11 th ,2024
4. Deadline to submit Written Questions	Potential Offerors	April 18 th ,2024
5. Response to Written Questions	Procurement Manager	April 26 th , 2024
6. Submission of Proposal	Potential Offerors	May 10th, 2024
7.* Proposal Evaluation	Evaluation Committee	May 13 th ,2024 May 20 th 2024
8.* Selection of Finalists	Evaluation Committee	May 22 nd , 2024
9 * Oral Presentation(s)	Finalist Offerors	N/A
10.* Best and Final Offers	Finalist Offerors	May 29 th , 2024
11.* Finalize Contractual Agreements	HSD/HCA Finalist Offerors	June 3 rd , 2024
12.* Contract Awards	HSD/HCA Finalist Offerors	July 1, 2024
13.* Protest Deadline	HSD/HCA	+15 days

* Dates indicated in Events 7 through 13 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. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Human Services Department 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 Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the HSD/HCA buyer, JasonB.Trujillo@hsd.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager April 11, 2024 by 3:00 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.G.) 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, beginning April 11, 2024 at 2:00pm MST/MDT via TEAMS

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 243 500 510 634

Passcode: 2cmBQT

Dial-in by phone

[+1 505-312-4308,715380329#](#) United States, Albuquerque

[Find a local number](#)

Phone conference ID: 715 380 329#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). 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 the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until April 18, 2024 at 3:00pm 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, or the bonfire portal 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).

The Questions and Answers will be posted to:

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

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

6. **Submission of Proposal**

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the HSD’s/HCA’s bonfire system by the deadline set forth in this RFP. The HSD’s/HCA’s bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the bonfire system by the deadline because the response was

*captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through HSD/HCA's bonfire electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the HSD/HCA's electronic e-procurement system, 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 Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

10. 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.

11. 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.

12. 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.

13. 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 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Office of General Counsel
1474 Rodeo Rd.
Santa Fe, New Mexico 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 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 Section III.B.2.a, 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 the Evaluation Committee), 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.F.19. 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 or HSD/HCA.

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 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 a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
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 necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
 4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
 5. The individual identified in #2 above, must sign and date the form, 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 submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. 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.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP ELECTRONIC SUBMISSION

1. **ONLY ELECTRONIC SUBMISSION VIA (Human Services Procurement Portal, Bonfire Interactive, can be accessed at [New Mexico Human Services Department/Health Care Authority \(bonfirehub.com\)](https://www.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/Health Care Authority 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

1. **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**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. The Technical Proposals **SHALL NOT** contain any cost information.*
 - a. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - ii. One (1) **redacted** (def. Section I.F.27) 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;
2. **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 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.

B. PROPOSAL CONTENT AND ORGANIZATION

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.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Oral Presentation (if applicable)
 - d. Mandatory Specification
 - e. Desirable Specification
 - f. Financial Stability –(Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

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 ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, 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.**

2. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix E which must be completed and signed by an individual person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

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

4. Table of Contents

The table of contents must contain a list of all sections of the proposal and the corresponding page numbers.

5. Proposal Summary

The proposal summary must be five (5) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

6. Response to Department's Terms and Conditions

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix C). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix C, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Department.

8. Response to Mandatory Specifications

The Mandatory Specifications may be found in Section IV of the RFP. This section contains information required in the submission of proposals. Offerors must respond in the form of a thorough narrative to each numbered requirement in the order in which they appear in this section. The offeror must identify, in full, the question being answered and its response to that question.

9. Suspension and Debarment Requirement Form

The offeror must complete the certification form in Appendix G to certify compliance with federal regulations relating to suspension and debarment.

10. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or 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 in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person 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 in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

See APPENDIX C, SAMPLE CONTRACT Exhibit A

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a. Provide a description of relevant organizational experience with state government and private sector. The experience of all proposed subcontractors must be described. The Offeror shall give a brief history of itself and describe its form of organization (e.g., for-profit corporation, non-profit corporation, partnership, joint venture, etc.), including the years that the Offeror has been in business and a description of the Offeror's parent companies, subsidiaries or joint ventures. If the Offeror is an affiliate, designate the percent of the parent's total revenue that is generated by the Offeror. If the Offeror is a joint venture partner, designate the percentage of ownership and revenues recognized by each partner to the combined association. The Offeror shall also provide a description and an organizational chart displaying the Offeror's overall governance and management structure, including parent-subsidary, affiliate, and joint-venture relationships.
- b. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of services similar to what is proposed in this RFP. All similar services provided to private sector will also be considered. The Offeror must also include identifying information on individuals and organizations that may be contacted by HSD concerning those contracts. The discussion of relevant prior experience should address each major part of the SOW outlined in Exhibit A and be presented in the same order.
- c. Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. The experience narrative shall describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as any certifications or other professional credential that clearly shows proposed staff member's expertise.

2. Organizational References

Offerors should submit a statement as evidence of organizational management and expertise, and include:

a) Evidence of the organization's effective internal communications, transfer of knowledge, training of staff and distribution of information.

b. Three (3) references from similar scale services performed for private, state, or local government clients within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the Scope of Work must also include three (3) external references for each major Subcontractor. Each reference should include:

- i. the name of the organization/name of client;
- ii. current address of organization/client;
- iii. name of the contact person (if organization);
- iv. telephone number of contact person, and;
- v. dates and description of the services provided.

Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the references they list. The references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before as indicated/specified in Section II. A., Sequence of Events for inclusion in the evaluation process.

c. 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 Contractor responsibilities described in this RFP and the SOW, Exhibit A. The Contractor 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 refugee 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.

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or incorrect contact information will result in a zero score in this category.

Pertaining to key positions that are not filled, Offerors must provide information on efforts to fill those positions and detailed job descriptions of each position.

3. Mandatory Specification

- a. Offerors must submit a completed Campaign Contribution Disclosure form as found in Appendix B of this RFP.
- b. In accordance with federal and state requirements, Offerors must 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 should include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, management letters and the notes to the financial statements.
- c. The Offeror shall include evidence of the financial stability of its organization, along with the following financial information:
 - i. Offerors should 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.
 - ii. Offerors should include a statement of their intention and evidence of ability to procure, submit to the HSD, and maintain throughout the duration of the contract, a blanket Fidelity Bond in favor of the HSD to insure the Contractor's performance under the contract. The Contractor shall obtain and maintain at all times during the term of the Agreement a blanket Fidelity Bond covering the activities of the Contractor in an amount of at least 25% of the total dollar amount of this contract. It is suggested that the Contractor obtain a bond that covers 25% of the total agency budget/funding.
- d. Offeror, if not-for-profit, shall include a copy of approved Articles of Incorporation, as well as:
 - i. proof of current federal tax-exempt status [501(c)(3)] designation with the most recently filed IRS Form 990;
 - ii. the Articles of Incorporation;
 - iii. a list of all board members; and
 - iv. a copy of the bylaws, a list of board committees and copies of the minutes of the three most recent meetings for the full board.

4. RSIP Vision

- a. Offeror shall describe their vision for RSIP, describing where they see the program going in the future.

5. Desirable Specification

- a. Provide integrated services to families and individuals from a variety of countries. Offerors should respond to this specification as described in Section V, Evaluation, B. 5B.5.

Offerors should have the ability and experience to provide services in a manner that is culturally and linguistically compatible with a recipient’s language and cultural background and provide assistance to LEP recipients in accordance with Health and Human Services guidance.

- b. Ability to maintain, track, and provide caseload information and statistics:

Offeror should have the ability to collect and maintain accurate caseload information and statistics, track recipient status and participation, and provide required reports to HSD within established datelines. This requirement includes:

RSIP service provider is required to collect, analyze, and report specific program information related to all school and social services 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 described in the SOW (Exhibit A).

Offeror should describe their experience and ability to maintain accurate caseload information and statistics, track recipient status and participation, and provide timely reports.

- c. Improve academic support, engage with families, and provide support and training for primary impacted school district(s). Offerors should respond to this specification as described in Section V, Evaluation, B. 5B.5.

Academic support may include: an after-school program, in school classroom support, after school one-on-one tutoring.

Provide support to parents who may be struggling with parental roles in the U.S. The Offeror shall be available to provide an annual training for school system faculty and staff on understanding the refugee experience, identified needs, and cultural norms.

- d. Past performance serving refugees:

Offerors should submit a statement of relevant organizational experience within the last five (5) years, including the experience of major subcontractors in successfully delivering services to refugee children.

Statement and evidence of successful performance by the Offeror of same or similar services sought under this RFP.

6. Detailed Cost Proposal/Budget

Offerors should include a detailed description and line item budget on how the grant will be used to serve eligible refugees. The Budget Proposal Form (Appendix D) must be used to summarize all costs and expenses.

See APPENDIX C,

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond

“RESERVED”

3. Letter of Transmittal Form

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

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). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

5. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation

Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

6. Cost

7. Offerors must complete the Cost Response Form in Appendix D. Cost will be measured by the total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys, Administrative Claiming & Direct Medical Service Cost Reporting & Settlement. All charges listed on Appendix D must be justified and evidence of need documented in the proposal.

8. New Mexico/Native American Resident Preferences

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
B.1. Organizational Management and Staff Expertise	100 points
a. Evidence of the organization’s effective internal communications, transfer of knowledge, training of staff and distribution of information.	70 points
b. Experience, education and expertise of key personnel who deliver services to refugees.	30 points
B.2. Organizational References as described in Section B.2.b)	50 points
B.3 Mandatory Specifications	
a. Campaign Contribution Disclosure Form	Pass/Fail

b. Single Audit (as defined by 2 CRF 200)	Pass/Fail
c. Financial Stability of Organization	Pass/Fail
d. If non-profit status:	
i. 501 (c) 3	Pass/Fail
ii. Articles of Incorporation	Pass/Fail
iii. Board of Directors Composition	Pass/Fail
iv. Board Bylaws, Committees, and Minutes	Pass/Fail
e. Letter of Transmittal Form	Pass/Fail
B.4. Technical Response	50 points
a. Vision for the Program	50 points
B.5. Desirable Requirements	500 points
a. Provide integrated services to families and individuals resettled from a variety of countries with a variety of cultural backgrounds and whose primary language is not English.	125 points
b. Ability to maintain caseload information and statistics, accurately track recipient status and participation, and provide required reports to HSD in pre-approved formats.	125 points
c. Improve academic support, engage with families, and provide support and training for primary impacted school district(s):	150 points
d. Statement and evidence of successful performance by the Offeror of same or similar services sought under this RFP.	100 points
B.6. Detailed Cost Proposal/Budget (using template attached as Appendix F)	300 points
Total	1000

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Make sure each factor below corresponds to the numbers and points in the table above

1. B.1 Organizational Experience (100 Points)

Offerors shall provide a narrative describing their Organizational Experience and proposed Staffing Model describing the scope and responsibilities of each key personnel position with the name, title, skill set, and experience and to include a resume for each position proposed. Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

- 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 (70 points) (3 Pages).
- B. Experience, education and expertise of key personnel who deliver services to refugees (30 points)(2 pages).

2. B.2 Organizational References (50 Points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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 Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Mandatory Specifications (Pass/Fail)

Agencies must include evaluation criteria based on Section IV. B. (Pass/Fail)

- a. Campaign Contribution Disclosure Form;
- b. Single audit.
- c. Financial stability of organization;
- d. If non-profit status, submission of:
 - i.501 (c) 3 designation.
 - ii.Articles of Incorporation.
 - iii.Board of Directors Composition.
 - iv. Board Bylaws, Board Committees and Minutes

4. B.4. Technical Response (50 Points)

- a. Points will be awarded based on the thoughtfulness, innovation, and clarity of the Offeror’s vision for RSIP (50 points) (Please provide a 2 page response)

5. B.5 Desirable Specifications (500 points)

Points will be awarded based on the thoroughness and clarify of the Offeror’s response and the perceived validity of the response.

- 1 Provide integrated services to families and individuals resettled from a variety of countries with a variety of cultural backgrounds and whose primary language is not English (125 points) (2 Pages).
- 2 Ability to maintain caseload information and statistics, accurately track recipient status and participation, and provide required reports to HSD/HCA in pre-approved formats (125 points) (5 pages).
- 3 Improve academic support, engage with families, and provide support and training for primary impacted school district(s): (150 points) (5 pages).
- 4 Statement and evidence of successful performance by the Offeror of the same or similar services sought under this RFP (100 points) (5 pages).

6. C.6 Cost (300 Points)

The offeror will be evaluated based on the total cost of implementation of the program for the 1-year contract period. The evaluation of each Offeror’s cost proposal will be conducted using the following formula

$$\frac{\text{Lowest Responsive Offeror’s Cost}}{\text{Each Offeror’s Cost}} \times \text{Available Award Points}$$

C. EVALUATION PROCESS

- 1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- 2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
- 3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). 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
RFP# 25-630-9000-0002

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

RFP# 25-630-9000-0002

Refugee School Impact Program

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Jason B. Trujillo

E-mail: JasonB.Trujillo@hsd.nm.gov

Subject Line: Refugee School Impact Program RFP# 25-630-9000-0002

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.* NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT/HEALTH CARE AUTHORITY
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Human Services Department Health Care Authority**, hereinafter referred to as the “HSD/HCA,” 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/HCA 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/HCA 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 DFA. All invoices MUST BE received by the HSD/HCA 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/HCA 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/HCA 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 DFA. All invoices MUST BE received by the HSD/HCA 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/HCA 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/HCA 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/HCA 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/HCA may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HSD/HCA's uncured, material breach of this Agreement.

B. Notice; HSD/HCA Opportunity to Cure.

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

2. Contractor shall give HSD/HCA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD/HCA'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/HCA 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/HCA 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/HCA; (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/HCA'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/HCA'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/HCA 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/HCA; 2) comply with all directives issued by the HSD/HCA in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD/HCA shall direct for the protection, preservation, retention or transfer of all property titled to the HSD/HCA 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/HCA upon termination and shall be submitted to the HSD/HCA 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/HCA to the Contractor. The HSD/HCA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HSD/HCA 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/HCA 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/HCA.

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/HCA. 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/HCA.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the HSD/HCA, 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/HCA.

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/HCA 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/HCA employee while such employee was or is employed by the HSD/HCA and participating directly or indirectly in the HSD/HCA'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/HCA'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/HCA.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HSD/HCA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HSD/HCA 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/HCA and notwithstanding anything in the Agreement to the contrary, the HSD/HCA 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/HCA 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/HCA.

19. Records and Financial Audit.

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

shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the HSD/HCA 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/HCA and the Risk Management Division of the New Mexico General Services Department by certified mail.

20. New Mexico Employees Health Coverage.

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

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

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

21. 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.

22. 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.

23. 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/HCA: [name, address, email]

To the Contractor: [name, address, email]

24. 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/HCA 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/HCA'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/HCA, the HSD/HCA 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/HCA when it requests subcontractor approval from the HSD/HCA. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD/HCA may refuse to approve the use of the subcontractor.

25. 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/HCA, termination of the Agreement.

26. 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."

27. 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:

- a) The dangers of drug abuse in the workplace;
- b) The Contractor’s policy of maintaining a drug-free workplace;
- c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3) Provide all employees engaged in performance of the PSC with a copy of the required by subparagraph B(1);

4) 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:

- a) Abide by the terms of the statement; and
- b) 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;

5) Notify the HSD/HCA 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;

6) 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:

- a) Taking appropriate personnel action against such employee, up to and including termination; or
- b) 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

7) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this Section.

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/HCA, 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.

28. 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/HCA, 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/HCA 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/HCA 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.

29. 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/HCA Cabinet Secretary

By: _____ Date: _____
Carolee Graham, HSD/HCA Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date: _____
HSD/HCA 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:

BTIN: 00-000000-00-0

By: _____ Date: _____
Tax and Revenue Department Representative

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

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

Exhibit A
SCOPE OF WORK

HSD/HCA REQUIREMENTS

HSD/HCA shall:

1. Act as the funding agency and work with the Office of Refugee Resettlement (ORR), through the state Contract Manager, to obtain funding to cover this Professional Services Contract (PSC).
2. Provide training and technical assistance to the Contractor relative to usage and reporting of Refugee Program funding as appropriate.
3. Supply the Contractor with related informational data to assist the Contractor in performing services as stated in this Scope of Work.
4. Disburse funds to the Contractor, on a reimbursement basis, upon receipt of monthly invoices prepared by the Contractor that contain detailed fiscal documentation.
5. Disburse to the Contractor only federal monies under this PSC. No HSD/HCA state funds shall be transferred, disbursed or reimbursed to the Contractor under the terms of this PSC.
6. Certify monthly Contractor billing invoices, which are subject to approval by HSD/HCA Contract Manager, to ensure that expenditures meet all federal and state requirements.
7. Notify the Contractor if federal funds are reduced or are insufficient to continue services under this PSC. Payments made by HSD/HCA are contingent upon receipt of federal funds. In the event of reductions of such funds, HSD/HCA shall reserve the right to reduce payments and services provided for herein, or in the alternative, to exercise the right of termination.
8. Be allowed to deduct from amounts otherwise payable to the Contractor under this PSC or addendum thereto, monies overpaid to the Contractor and therefore determined to be due to HSD/HCA from the Contractor.
9. Conduct at least one on-site review of the program during the year. At this review, HSD/HCA staff will monitor both program and fiscal compliance with the terms of the PSC.

B. FISCAL REQUIREMENTS

The Contractor shall:

1. Submit a budget e-Exhibit B that must be approved by the Contract Manager designated by HSD/HCA, for operations cost. The Contractor shall prepare a budget for the contracted amount that includes all line-item elements as prescribed by the New Mexico Department of Finance and Administration (DFA). The budget must be provided to HSD/HCA by the 30th calendar day following the effective date of this PSC. No payment shall be made under this PSC unless the Contract Manager approves the program budget required under this PSC. The approved budget shall provide the basis for the services provided under this PSC. The budget shall not be altered without the written approval of HSD/HCA.
2. Comply with and adhere to all federal and state laws and regulations including Title 2 of the Code of Federal Regulations relating to the uses and expenditures of the funds disbursed to the Contractor. Maintain fiscal records necessary for full accountability.
3. Comply with accounting and fiscal requirements applicable to handling any federal funds, follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this PSC.
4. Maintain fiscal records necessary for full accountability. Comply with accounting and fiscal requirements applicable to handling any federal funds and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this PSC.
5. Ensure that all expenditures be in accordance with the line item. The Contractor e-Exhibit B must maintain records to document expenditures.
6. Invoice HSD/HCA's Income Support Division (ISD) for the costs incurred in administering the Social Services Program. Ensure that monthly invoices submitted by the Contractor to HSD/HCA are received by HSD/HCA no later than the 15th day of the month following the end of each month in which services were rendered with the exception of the month ending June 30, 20XX, for which invoices must be received no later than July 10, 20XX. 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 is not permitted. HSD/HCA will make every effort to make payment to the Contractor within thirty (30) days from receipt of a correct Invoice, Invoice Transmittal form, and Expenditure Balance Report. Expenditure Balance Reports with negative balances will not be accepted.
7. Ensure that billing include, at a minimum, the following:

- a. Expenditure Balance Report adhering to the DFA Expenditure Chart of Accounts.
 - b. The invoice must be attached to the Invoice Transmittal form and at a minimum, include:
 - ii. The total amount expended for the Refugee School Impact program; and
 - iii. Total amount invoiced for the Refugee School Impact program.
8. Submit a complete revised billing packet including the Expenditure Balance Report e-Exhibit C, Invoice e-Exhibit D, and Invoice Transmittal e-Exhibit E.
 9. Abide by the regulations of the Refugee School Impact Program and all fiscal matters compliant with regulations of the New Mexico Procurement Code and the State Auditor's Office.
 10. Ensure that Budget Adjustment Requests (BARs) e-Exhibit F are submitted to the HSD/HCA Contract Manager as necessary, and before any negative line items balances appear. All BARs submitted are subject to HSD/HCA approval.
 11. Include the audit of all funds received by virtue of this PSC in the regular Contractor independent audit. An original copy of the independent audit report must be provided to the HSD/HCA and any other authorized entity as required by law upon completion of the final audit report.
 12. Immediately return surplus money, if any, to the HSD/HCA upon termination of this PSC or after the services provided for herein have been rendered.
 13. Request approval from HSD/HCA prior to the purchase of any equipment or property exceeding a purchase price of \$250.
 14. Provide HSD/HCA with a quarterly inventory e-Exhibit G of assets and fixed assets purchased with program funds. The contractor shall use the appropriate forms to complete this quarterly inventory.
 15. Return to HSD/HCA any property purchased or acquired under this contract within 60 days of the termination of this agreement.

C. PROGRAM REQUIREMENTS

1. Ensure that services are limited to eligible refugees, asylees, Cuban and Haitian entrants, certain Amerasians from Vietnam who are admitted to the U.S. as immigrants, certain Amerasians from Vietnam who are U.S. citizens,

victims of a severe form of trafficking who receive certification or an eligibility letter from ORR and certain other specified family members, and Iraqi and Afghan Special Immigrants as defined in 45 CFR 400.43 and ORR State Letter No. 00-17. and ORR State Letter No. 00-17. The Contractor must:

- a. Maintain in the recipient's case file documented proof, issued by USCIS or certification from ORR, that the individual holds, or has held, one of the refugee statuses as defined in 45 CFR 400.43.

The term "refugee" is used in this SOW for convenience and is intended to encompass all such persons who are eligible to participate in refugee program services, as defined above.

2. Ensure that services are targeted to the purpose of the Refugee School Impact Program, which is to assist refugee children in improving their academic performance and social adjustment in school, as well as increasing parental involvement in their children's education.

3. Provide services to newly arrived refugee students between the ages of 5 and 18 and their families. Students eligible for this program have been in the U.S. for three (3) years or less and continue to face serious challenges. Refugee students who have been in the U.S. less than three years at the beginning of the school year are eligible for services until the end of the school program year. Refugee students over 18 years of age who are full-time high school students remain eligible up to the State age limits for high school education.

4. Include verification of an enrollee's eligibility for services under this program and maintain that verification in the client's case file.

5. Comply with all federal and state laws, regulations and requirements and directives issued by the Office of Refugee Resettlement to the HSD/HCA that are subsequently issued by the HSD/HCA to the Contractor. Federal mandates imposed on HSD/HCA apply to the Contractor.

6. Comply with and abide by federal and state requirements regarding the provision and maintenance of such financial, programmatic and operational records as are necessary for federal and state monitoring of the Refugee School Impact Program; including but not limited to documentation of services and assistance provided, including identification of individuals receiving those services. All such records shall be made available to HSD/HCA upon request.

7. Comply with Federal mandates regarding the provision of Refugee School Impact funded services.

8. Utilize and maintain a comprehensive Individual Service Plan (ISP), approved by HSD/HCA, for each refugee student enrolled in the program. The ISP must outline the services the student and his/her family will receive, the steps

necessary for academic success, and resource and referral information provided to the student and family. The ISP shall be maintained in the case file. The contractor shall review and update the ISP at three-month intervals to ensure the plan remains effective.

The proposed ISP template must be provided to HSD/HCA by the 30th calendar day following the effective date of this PSC for approval.

9. Maintain a Memorandum of Understanding (MOU) with the primary impacted school district/s for the purpose of ensuring collaboration and open communication.

10. Collaborate with the school district/s to ensure that students receive comprehensive English as a Second Language (ESL) assessment. The assessment shall be administered annually to assess student progress. Verification that assessments were completed, and assessment scores, shall be maintained in the case file and made available to HSD/HCA upon request.

11. Work in close collaboration with and maintain open communication with the local school system and community partners providing student and family services.

12. Organize and facilitate quarterly meetings to include the State Refugee Coordinator (SRC), local school system, and community partners.

13. Maintain a list of staff, or contracted, bilingual bicultural counselor(s) or aide(s) to provide students with support and to assist them with social adjustment and well-being. Such support may be provided either in school or outside of school based upon student needs and coordination with the school district.

Referrals for additional mental health and well-being resources shall be developed and made available to students and families as needed.

14. Identify and maintain appropriate referrals for student mental health services.

15. Include the following programmatic areas in the Refugee School Impact Program:

a. Summer School Programs

i. Develop and implement an innovative summer school curriculum focused on continued learning and retention over the school break. The curriculum shall include academic enrichment activities, recreational activities, arts and crafts, field trips, and visits from local organizations. Rather than develop a curriculum, the Contractor may utilize an existing evidence-based curriculum for the program.

ii. Facilitate parent involvement and active participation in the summer school programs. Examples of active parent involvement may include acting as chaperones, tutors, guest speakers, or craft instructors.

iii. Make available to the HSD/HCA, on request, the curriculum for the summer school program.

iv. Student participation, including attendance, in the summer must be documented in the case file.

b. School Year Academic Support:

i. Determine, in collaboration with the school district/s, what model of school year academic support is best suited to the needs of students in impacted middle and high schools. Academic support may include: an after-school program, in school classroom support, after school one-on-one tutoring. The model of academic support provided may differ at each impacted school. As staffing supports, one-on-one tutoring shall be available to students requesting or requiring the support even if they are enrolled in other supports such as after school programming.

ii. For after school programs: develop and implement engaging, culturally relevant curriculum with an academic focus. The curriculum shall include ESL instruction, mathematic fundamentals, homework assistance, and general life skills. Rather than develop curriculum, the Contractor may utilize an existing evidence-based curriculum for the program.

iii. For in school support and after school one-on-one tutoring, academic support shall align with the specific student's needs at the time of the classroom instruction and as outlined in the student's ISP.

iv. Student participation in school year support must be documented in the case file.

c. Family Engagement

i. Through a group setting such as a Family Support Workshop or by meeting individually, educate parents and students about various aspects of American culture and the American academic system.

ii. Provide support to parents who may be struggling with parental roles in the U.S.

iii. Address topics such as understanding and accessing the local public-school system and available local, state, and federal support

systems, as well as general issues such as health and safety, community participation, nutrition, laws, academic success, parenting, and healthy family relationships.

iv. Support shall be provided in a linguistically and culturally appropriate manner.

v. The contractor shall develop a parent survey to assess program satisfaction and parental participation. The proposed survey template shall be provided to the HSD/HCA by the 30th calendar day following the effective date of this PSC for approval.

vi. Support provided to parents such as meetings, phone calls, and Family Support Workshops, must be documented in the case file.

d. Case Management Services:

i. Case management services shall focus on assisting students and families to accomplish the goals set forth in the ISP.

ii. Students and families shall be provided with, and connected to, community resources and referrals to support student academic success and acculturation.

iii. Assist families with coordinating and attending parent teacher conferences and coordinating interpretation and translation services.

iv. Families shall be provided with an orientation to the school and bus systems.

e. Support and Training for Primary Impacted School District/s

i. The contractor shall conduct an annual needs assessment, in conjunction with the local school system/s, to understand the prevalent needs of refugee students. The needs assessment will take into consideration the differing needs of impacted schools within the district/s, student age group, and cultural, ethnic, and linguistic backgrounds of students enrolled in the district/s. The contractor shall review the results of the assessment, with the SRC, and make programmatic adjustments, within the SOW, accordingly.

ii. The contractor shall be available to provide an annual training for school system faculty and staff on understanding the refugee experience, identified needs, and cultural norms.

iii. The contractor shall assist the school district/s when questions specific to refugee students and cultural norms or understanding occur.

- f. Case files must include the following documentation:
 - i. Documented proof, issued by USCIS or certification from ORR, that the individual holds, or has held, one of the refugee statuses as defined in 45 CFR 400.43.
 - ii. Verification of the enrollee's eligibility for services under this program.
 - iii. A copy of the individual's ISP and all subsequent updates or revisions.
 - iv. Verification that ESL assessments have been administered and resulting scores.
 - v. Documentation, which may be in the form of case notes, of all referrals for additional or support services.
 - vi. Comprehensive case notes narrating the case status and individual or family needs as well as the steps taken to assist the individual or family.
 - vii. Attendance records for the afterschool, summer school, and family workshops as appropriate for the particular case.
 - viii. Documentation, or narration, regarding parental participation in student activities.
 - ix. Documentation, which may be in the form of case notes, for all case management services provided to the individual or family; and
 - x. Copies of student progress reports and report cards.

g. Case records generated under this SA are property of the HSD/HCA and shall be returned to the Agency within 60 days of termination of this agreement.

D. PERFORMANCE MEASURES

- 1. 100% of students enrolled in the Refugee School Impact Program will have an ISP on file.
- 2. 100% of students enrolled in the Refugee School Impact Program will have received an initial ESL assessment upon enrollment and a follow up assessment annually during the duration of his/her time enrolled in the program.

3. Subsequent ESL testing will show an improvement of at least 5% for students participating in the RSIP.

4. Within six months of participation in the RSIP at least 70% of students will show improvement in their GPAs.

5. 95% of students participating in the RSIP will be promoted to the next grade level. The contractor shall review the ISP of students not promoted to the next grade level for effectiveness and make adjustments to assist the students. Such students will receive additional intensive support to address their academic needs.

The Contractor shall:

E. REPORTING REQUIREMENTS

1. The Contractor, as a condition for payment, must provide to HSD/HCA data required to complete federal reports which are delineated on the ORR website. Refugee Resettlement Program (RRP) funding awarded under this Agreement is contingent upon the timely submittal of required reports; federal ORR and State HSD/HCA approval of required reports; and the submittal of accurate, acceptable and complete information on all required reports.
2. The Contractor must provide the ORR-5 Data Collection Report on November 15, 20XX, to HSD/HCA, to include the following information:
 - a. Submit one file that includes initial enrollment and exit dates for all ORR populations, Special Immigrant Visa Holders (SIVs), and Victims of Trafficking (VOTs), that received services indicated on the ORR-5 form. (This form will be emailed to the service provider's Point of Contact (POC) by HSD/HCA.
 - b. The report should be for previous Federal Fiscal Year (FFY) (October 1 to September 30);
 - c. The initial enrollment date can be outside of the FFY (October 1 to September 30 window if an individual enrolled in a service prior to the reporting FFY and continued receiving that same service during the following FFY. For example, if an individual enrolled in RSIP on 07/01/20XX and continued receiving RSIP through FY 20XX until 12/01/20XX, the initial enrollment date should be indicated as 07/01/20XX.
 - d. The service enrollment date must be specified for every record submitted and an alien number must occur on only one record that is no duplicate alien number.
 - e. Each individual's alien number, city, and county of residence and
 - f. HSD/HCA will forward the list of valid country names in reference to nationality and other instructional documents ORR provides to complete this report.
 - g. The Contractor must maintain additional records necessary and required for receipt and use of funds designated for specific populations.
3. The Contractor must provide ORR 6 Performance Reports to HSD/HCA on:

October 30, 20XX, for the reporting period of April 1, 20XX-September 30, 20XX.
April 30, 20XX, for October 1, 20XX- March 31, 20XX.

The report must contain the requirements listed below. HSD/HCA will provide guidance to Contractor about any additional information that is required by ORR and will forward available instructional documents from ORR to complete this report.

- a. Narrative report:
 - i. Major activities and accomplishments of the program during the month as well as the challenges faced.
 - ii. Significant findings and events including information related to the performance measures listed above.
 - iii. Description of project-related dissemination activities carried out over the reporting period to include a copy of any newspaper, newsletter, magazine article, or other published material considered relevant to the project activities or used for public relations purposes.
 - iv. A success story of a refugee student, making sure to keep all personal identifying information private.
 - b. Schedule D Report (See e-Exhibit H):
 - i. The number of students served broken down by grade category (Elementary K-5, Middle 6-8, High School 9-12) and gender.
 - ii. The number of parents who received services and the number of parent/student orientations broken down by gender.
 - iii. The number of student grade promotions broken down by gender.
 - iv. Analysis and observation of trends in the program over the reporting period including a cultural breakdown of students served.
 - c. The Contractor must maintain additional records necessary and required for receipt and use of funds designated for specific populations.
4. The Contractor must provide, for HSD/HCA approval, the Annual Service Plan by October 30, 20XX. The report must contain the requirements listed below. HSD/HCA will provide guidance to Contractor about the information that is required by ORR and will forward additional instructional documents ORR provide to complete this report.
- a. Previous FFY information:
 - i. The number of total participants who were served in RSIP as well as the total participants who were in their first twelve months in the U.S. and the total number of participants who were in the U.S. longer than 12 months at the end of the FFY.
 - b. Current FFY estimates:
 - i. The target number of total participants to be served in RSIP as well as the estimated total participants who will be in their first twelve months in the U.S. and the estimated total number of participants who will have been in the U.S. longer than 12 months at the time of enrollment.

F. MISCELLANEOUS REQUIREMENTS

1. Maintain a designated contact person and/or program coordinator.

2. Maintain open lines of communication with HSD/HCA.
3. Timely submit all reports to the Contract Manager at:

Jason Trujillo, State Refugee Coordinator
Human Services Department, Income Support Division
1474 Rodeo Rd
Santa Fe, NM 87505

4. Submit to, and comply with, an annual Management Evaluation to be conducted by the HSD/HCA staff including completion of a Corrective Action Plan (CAP) if the HSD/HCA should determine that one is required.

There are 8 Exhibits to this contract. After Exhibit A Scope of work, the remaining 7 are e-Exhibits, listed below and are posted on the ISD website for Contractor review and use at <https://www.hsd.state.nm.us/LookingForInformation/income-support-division.aspx>.

They are as follows:

1. e-Exhibit B Budget
2. e-Exhibit C Expenditure Balance Report
3. e-Exhibit D Invoice
4. e-Exhibit E Invoice Transmittal
5. e-Exhibit F Budget Adjustment Request
6. e-Exhibit G Property Control Inventory Form
7. e-Exhibit H ORR 6 Schedule D Form

APPENDIX D

COST RESPONSE FORM

The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys, Administrative Claiming & Direct Medical Service Cost Reporting & Settlement. The offeror will be evaluated based on the total cost of implementation of the program.

FIRM NAME:	
SIGNATURE:	DATE:

APPENDIX E
RFP# 25-630-9000-0002
LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form
RFP# 25-630-9000-0002

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 25-630-9000-0002

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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*
Name			
Title			
E-mail			
Telephone			

* 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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.
 Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

No.
 Yes. Identify entity/-ies: _____

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.

Sign: _____ Date: _____
(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
RFP# 25-630-9000-0002

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, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: JasonB.Trujillo@hsd.nm.gov by April 5, 2024 at 3:00pm 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# 25-630-9000-0002
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. Submit this Questionnaire to the State of New Mexico, Human Services via e-mail at:

Name: Jason B. Trujillo
Email: JasonB.Trujillo@hds.nm.gov

Forms must be submitted no later than April 5, 2024 at 3:00pmMST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager at JasonB.Trujillo@hds.nm.gov or 505-709-5415 When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

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

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

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

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, 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: