

**THE NEW MEXICO HUMAN SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**Employment and Training (E&T) Program  
Supplemental Nutrition Assistance Program (SNAP)  
Policy and Program Development Bureau (PPDB)**



**RFP#**

23-630-9000-0004

RFP Release Date: November 1, 2022

Proposal Due Date: December 9, 2022

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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## **I. INTRODUCTION**

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

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of services to be provided by a third-party partner under the Supplemental Nutrition Assistance Program (SNAP) to eligible and referred individuals for the Employment & Training (E&T) program. Section 6 of the Food and Nutrition Act of 2008, as amended, (the Act) provides that each State agency shall implement an E&T program for the purposes of assisting members of active SNAP households in gaining skills, training, work, or experience that increases their ability to obtain employment and meet the State or local workforce needs. The SNAP E&T is a federally funded state administered program. In accordance with 7 CFR 273.7(d) E&T is funded through federal funds. The funds are allocated annually for the purposes of administering and operating the E&T program. The State submits the E&T state plan annually for review and approval to ensure that the State will be administering the program following the regulatory requirements set forth in 7 CFR 273.7.

### **A. BACKGROUND INFORMATION**

The New Mexico Human Services Department (HSD) manages state and federal funds that provide essential basic services to many New Mexican individuals and families – touching the lives of one in three New Mexicans with food, access to health care, income, work, energy assistance and community services. The services to be provided under this RFP ensure that the department successfully meets the state and federal goals and objectives of the federal SNAP E&T Program. Primary funding for the E&T services are provided in accordance with 7 CFR 273.7(d), through three major funding streams: 100 percent Federal funds, 50-50 funds and ABAWD Pledge funds.

The Department is organized into four benefit related (4) Divisions led and directed by the Office of the Secretary (OOS). The four benefit related (4) divisions are: the Child Support Enforcement Division (CSED); the Income Support Division (ISD); the Medical Assistance Division (MAD); and the Behavioral Health Services Division (BHSD).

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

1. At the federal level, SNAP was created January 31, 1964, after an extensive Pilot Food Stamp Program was completed. President Johnson requested Congress to pass legislation to establish a permanent Food Stamp Program. Among the official purposes of the Food Stamp Act of 1964 were strengthening the agricultural economy and providing improved levels of nutrition among low-income households.
  - a. The major provisions of the program were:

- i. Require a state plan of operation and development of eligibility standards by states;
- ii. Required the recipients purchase their food stamps, paying an amount commensurate with their normal expenditures for food and receiving an amount of food stamps representing an opportunity more nearly to obtain a low-cost nutritionally adequate diet;
- iii. Established eligibility for purchased food stamps of all items intended for human consumption except alcoholic beverages and imported foods (the House version would have prohibited the purchase of soft drinks, luxury foods, and luxury frozen foods);
- iv. Prohibited against discrimination on bases of race, religious creed, national origin, or political beliefs; and
- v. Divided responsibilities between states (certification and issuance) and the federal government (funding of benefits and authorization of retailers and wholesalers), with shared responsibility for funding costs of administration.

During the period of its inception in 1964 to 1985 the SNAP program continued to evolve requiring income eligibility tests to include gross and net income, shelter deduction and standard deduction caps, disqualification process, disaster plans, recertification and notices. In 1985 the Food Stamp Act required all states to implement an E&T program by April 1, 1987. Congress defined an E&T program as containing one or more of the following components: job search, job search training, workfare, work experience, or training, or other programs as approved by the Secretary. The new legislation replaced the disqualification for refusing, without good cause, to participate in an E&T program. The Food Stamp Act of 1985 also required the Secretary to establish performance standards for minimum participation in state E&T programs of persons subject to the work requirements. The legislation established that states were required to reimburse E&T participants for expenses incurred through participation in an E&T program, but states could cap these reimbursements at \$25 per month. The Food Stamp Act of 1985 also outlined the financial characteristics of E&T programs, providing annual federal grants for E&T state operations and 50 percent federal reimbursement for state agency E&T expenses above the grant levels (including the cost of participant reimbursements).

The most recent E&T contract expired September 30, 2022 and the program is currently being administered by the ISD Policy and Program Development Bureau (PPDS). PPDB staff are managing the case management for all participants who volunteer for the job search training component.

An award shall be made to the responsible Offeror(s) whose proposal(s) is (are) most advantageous to the HSD, taking into consideration the evaluation factors set forth in the RFP.

This RFP will assist the department to strengthen, supplement and coordinate efforts in furtherance of the mission of the department and the purpose and goals of the SNAP E&T program.

## **B. PERFORMANCE OUTCOMES**

The SNAP E&T Program outcomes are listed below:

1. SNAP E&T contractor will comply with and meet all set timeframes and deadlines in accordance with 7 CFR 273.7 and the approved annual E&T State Plan.
2. SNAP E&T contractor will share any fiscal responsibility for federal penalties assessed against the NMHSD for failure to meet FNS performance targets for this effort.
3. 100% of the components offered through the SNAP E&T must be delivered through the statewide workforce development system, unless the component is not available locally through such a system, in accordance with 7 CFR 273.7(c)(5).
  - a. Percentage of participants completed each step in the program and move to the next step, from referral to orientation, to assessment, to activity, to employment, etc.
  - b. Percentage of SNAP E&T participants that became employed and from what components.
    - i. How many participants are still working, 3 months, six months, etc.
    - ii. What were the hourly wages, quarterly earnings, wage gains?
  - c. What percentage of participants enrolled in each component?
  - d. What percentage completed interim steps, such as earning a high school equivalency diploma?
  - e. What percentage earned industry recognized credentials such as a professional license?
  - f. What percentage were placed into jobs after completing training?
4. Must schedule 100% of the participants for an orientation and send a notice of appointment to participant.
5. 100% of participants actively engaged in the E&T program will complete an assessment within 15 days from referral or will be reviewed for disenrollment.
6. 100% of participants actively engaged in the E&T program will be in an approved component within 30 days of referral to the provider; or will be reviewed for disenrollment.
7. 100% of participants will receive a notice of disenrollment at the end of their participation in the program; this includes for those participants that successfully completed the program as well.
8. The SNAP E&T contractor will use care and professionalism in all areas of responsibilities including customer service, reporting, staffing, training, and internal/external audits.

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

The SNAP E&T Scope of Work (SOW) Appendix D "Sample of SOW" outlines the work to be performed by the SNAP E&T service provider(s). Below is a summary of the SOW:

1. Meet performance standards as established by the federal and state SNAP authority by providing high quality services and fulfilling all applicable requirements for the SNAP E&T program and services.

2. Work in collaboration with the NMHSD to ensure that a high-quality E&T program based on local workforce needs is designed to help SNAP recipients get new or better paying jobs.
3. Comply with all activities and timeframes outlined in the SNAP E&T Providers Guide.
4. Assist SNAP recipients gain skills, receive training and experience that will increase their ability to obtain regular employment.
5. Offer eligible E&T components that include allowable E&T activities.
6. Complete orientations with each referred and eligible participants within 10 days of referral.
7. Complete comprehensive intake assessments with each referred and eligible participant to ensure accurate placement into components.
8. Develop Employment Plans with each participant, utilizing the completed assessment.
9. Placement of all actively engaged participants into allowable E&T activity.
10. Tracking of compliance of all participants in any activity to ensure compliance is met and maintained for the duration of the participation.
11. Provide monthly comprehensive case management services to all SNAP E&T participant.
  - i. To enhance the participants ability to participate and be successful in the E&T component they are assigned to.
  - ii. Offered to the E&T participants up to 3 months after successful completion of the component.
12. Inform each participant of Participant Reimbursements and what is allowable. The contractor will work with participants to ensure that their request is received and that it is allowable.
13. Provide participant information, to the NMHSD within 10 business days when the participant provides information that might make them exempt from participation in the E&T program.
14. Develop procedures to ensure that Able Bodied Adults Without Dependents (ABAWD) subject to the three (3) month time limit and in compliance continue to remain eligible for SNAP benefits. This will include the ability to support additional referrals and eligible components.
15. Provider Determinations: Inform the NMHSD that an individual that was referred is not a good fit for the E&T component in which the individual was participating, if there is not another available component to place the individual into.
16. Should the provider determine that the participant is not actively engaged and then the provider will take action to disenroll the participant from the program within 10 business days.
17. Collect and report participant and component/activity data to the NMHSD.
18. Track and report all expenditures in the format and timeframes required by NMHSD.
19. Identify and track non-federal expenditures eligible for reimbursement.
20. Work collaboratively with NMHSD to maintain performance standards through a Quality Improvement System (QIS). Participation in regular Quality Assessment

reviews shared between the department and the provider. These case reviews will be resolved for corrections within 10 days from return.

21. Collect, analyze and report timely and accurate data to department as a means to demonstrate service outcomes compliant with Federal and State requirements.
22. Provide reports that include but are not limited to:
  - i. Annual Service Delivery Plan
  - ii. Inventory Lists
  - iii. Cost Allocation Plan
  - iv. New Hire
  - v. Incident Reports
23. Conform to NMHSD IT standards for configuration and connectivity.

## **D. SCOPE OF PROCUREMENT**

This procurement is being conducted to obtain a service provider who will assist SNAP E&T participants seeking employment and training assistance. This provider will provide case management services in addition to training which will result in gainful employment for the participant. The purpose of this program is to provide each participant with the necessary skills to prepare for, enter and advance in the workplace.

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

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

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

## **E. PROCUREMENT MANAGER**

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

Name: Maria E. Garcia, Procurement Manager  
Telephone: (505) 396-0314  
Email: MariaE.Garcia@state.nm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HSD.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## **F. PROPOSAL DELIVERY**

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

**Name:** Maria E. Garcia c/o Andrea Sisneros, Purchasing Supervisor  
**Reference RFP Name:** New Mexico SNAP E&T Program  
RFP #22-630-9000-0004  
**Address:** New Mexico Human Services  
Administrative Services Division  
1471 Rodeo Rd.  
Santa Fe, New Mexico 87505

## **G. DEFINITION OF TERMINOLOGY**

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

1. **“Actively engaged”** means the participant is attending required appointments, placed in an eligible component, and working to resolve tasks in pursuit of their overall goal.
2. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
3. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
4. **“Award”** means the final execution of the contract document.
5. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
7. **“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.

8. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
9. **“Contractor”** means any business having a contract with a state agency or local public body.
10. **“CRB”** means Contracts Review Bureau
11. **“Deliverable”** is a term used to describe a tangible or intangible object produced as a result of the activity that is intended to be delivered by the Contractor.
12. **“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.
13. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the Bonfire system, in such cases where Bonfire submissions are accepted.
15. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
16. **“Employer”** means any for-profit, government agency, or not-for-profit business, regardless of location, that employs one or more persons.
17. **“Employment and Training (E&T)”** means a program that helps SNAP participants gain skills and find work that moves them forward to self-sufficiency.
18. **“E&T Participant (Participant)”** means a referred and eligible individual.
19. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
20. **“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.

21. **“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.
22. **“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.
23. **“Fiscal Year”** means the Federal Fiscal Year that runs from October 1 of one year through September 30 of the following year.
24. **“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.
25. **“Income Support Division”** (ISD) means the Division within the Human Services Department charged with administering the SNAP E&T program pertaining thereto.
26. **“Initiative”** means the desired accomplishment of a series of related activities within a Scope of Work.
27. **“IT”** means Information Technology.
28. **“Lobbying Activities”** includes direct lobbying and grassroots or indirect lobbying. Direct Lobbying is a communication with a legislator (federal, state, local or foreign) or legislative staff member which: (1) refers to specific legislation; and (2) reflects a view on that legislation. Grassroots Lobbying is defined as a communication with the public that: (1) refers to specific legislation; (2) reflects a view on that legislation; and (3) includes a "call to action".
29. **“Mandatory”** – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
30. **“Minor Irregularities”** anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
31. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
32. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

33. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
34. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
35. **“Program Manager”** means the individual selected by the Procuring Agency to monitor and manage all aspects of the contract resulting from this RFP.
36. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
37. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
38. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
39. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
40. **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
41. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
42. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
43. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been

damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

44. **“SNAP”** means Supplemental Nutrition Assistance Program.
45. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
46. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
47. **“State (the State)”** means the State of New Mexico.
48. **“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.
49. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
50. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
51. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
52. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **H. PROCUREMENT LIBRARY**

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.  
[New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)

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

Other relevant links:

Procurement Regulations and Request for Proposal – RFP instructions:  
<http://www.generalservices.state.nm.us/statepurchasing/>

Code of Federal Regulations <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-11/subchapter-C>

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

United States Department of Agriculture (USDA) Food and Nutrition Services (FNS)  
[E&T Policy and Guidance | Food and Nutrition Service \(usda.gov\)](https://www.usda.gov/eat-and-nutrition-policy-and-guidance/)

## 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	11/1/2022
2. Acknowledgement of Receipt Form	Potential Offerors	11/8/2022
3. Pre-Proposal Conference	Agency	11/8/2022
4. Deadline to submit Questions	Potential Offerors	11/15/2022
5. Response to Written Questions	Procurement Manager	11/22/2022
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>12/9/2022</b>
7.* Proposal Evaluation	Evaluation Committee	12/12/2022-12/20/2022
8.* Selection of Finalists	Evaluation Committee	12/20/2022
9.* Best and Final Offers	Finalist Offerors	12/30/2022
10.* Finalize Contractual Agreements	Agency/Finalist Offerors	1/6/2023
11.* Contract Awards	Agency/ Finalist Offerors	1/13/2023
12.* Protest Deadline	HSD	15 days after notification of award

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

## **B. EXPLANATION OF EVENTS**

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

### **1. Issuance of RFP**

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

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

### **2. Acknowledgement of Receipt**

Potential Offerors may submit the Acknowledgement of Receipt Form (APPENDIX A, to have their organization placed on the procurement Distribution List. The form must be returned to the procurement Manager Maria Garcia at [mariae.garcia@state.nm.us](mailto:mariae.garcia@state.nm.us) by 5:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

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

### **3. Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 9:00am MST/MDT via Microsoft Teams <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1> using the meeting ID 217 479 026 443 and passcode YeTLEo.

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

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

#### 4. Deadline to Submit Questions

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

#### 5. Response to Written Questions

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

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

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

#### 6. Submission of Proposal

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

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

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

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is

deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offeror.

## **8. Selection of Finalists**

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

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

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

## **10. Finalize Contractual Agreements**

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

## **11. Contract Awards**

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

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been



named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

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

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

## **A. GENERAL REQUIREMENTS**

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

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

### **2. Incurring Cost**

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

### **3. Prime Contractor Responsibility**

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

### **4. Subcontractors/Consent**

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

## 5. Amended Proposals

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

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

## 6. Offeror's Rights to Withdraw Proposal

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

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

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

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

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

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

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of

the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

#### **9. No Obligation**

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

#### **10. Termination**

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

#### **11. Sufficient Appropriation**

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

#### **12. Legal Review**

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

#### **13. Governing Law**

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

#### **14. Basis for Proposal**

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

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

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

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

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

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

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

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

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

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

#### **17. Contract Deviations**

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

#### **18. Offeror Qualifications**

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

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

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

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

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

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

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

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

#### **22. Agency Rights**

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

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

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

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

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

## **25. Confidentiality**

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

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

## **26. Electronic mail address required**

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

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: [New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)

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

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

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

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

## 29. Campaign Contribution Disclosure Form

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

## 30. Letter of Transmittal

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

The Letter of Transmittal MUST:

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

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

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

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

**32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;



3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State

Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

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

## **RESPONSE FORMAT AND ORGANIZATION**

### **A. NUMBER OF RESPONSES**

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

### **B. NUMBER OF COPIES**

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

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

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

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. The Technical Proposals **SHALL NOT** contain any cost information.
  - i. **Confidential Information**: If Offeror's proposal contains confidential information, as detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
    - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.48) versions for evaluation purposes; and

- One (1) **redacted** (def. Section I.F.35) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

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

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

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

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

## **A. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### **1. Proposal Content and Organization**

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

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

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror’s Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  1. Organizational Experience
  2. Organizational References

3. Oral Presentation
  4. Mandatory Specification
  5. Desirable Specification
  6. Financial Stability – (Financial information considered confidential, as detailed in Section II.C.8, should be placed in the **Confidential Information** binder, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
  7. New Mexico Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal:**

- A. Completed Cost Response Form

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

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

#### **IV. SPECIFICATIONS**

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

#### **TECHNICAL SPECIFICATIONS**

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

Offeror **must**:

Offerors must:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider for similar contracts. All similar services provided to private sector will also be considered.
- b) A description of the experience level, technical knowledge, and education of key organizational staff and any subcontractors, including CEO or executive director, fiscal manager, operational staff, and all personnel required to complete the Offeror’s responsibilities described in this RFP and the SNAP E&T Program Scope of Work sample, APPENDIX D. The offeror is not to assume or propose the use of

State staff to conduct any work pursuant to this RFP. The Offeror should include any experiences of the proposed core team relevant to any projects of the type, size, and scope of this project. Special attention should be given to experience related to providing services to low-income families and individuals. The most recent relevant experience for proposed staff members should be within the last two years of the date of this RFP.

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

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

- i. A brief statement and documentation of how long the Offeror has been performing the services sought under this RFP.
- ii. A description of the extent of the Offeror's knowledge to include samples of work (limit to 12 pages), regarding the following services that assist low-income families and individuals:
  1. Provide services in rural communities;
  2. Case management;
  3. Connections with other programs that assist with job placement, apprenticeship, pre-apprenticeship, internships;
  4. Connections with community colleges;
  5. Job Development;
  6. Education and Training to establish connections for the individual within the community;
  7. Connections with tribal communities to provide necessary employment and educational services;
  8. Experience and ability to provide support to non-english speakers for equal opportunity access;
  9. Ability to provide referrals or support for English Language Acquisition;

2. **Organizational References**

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

Organizational References that are not received or are not complete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the

right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Paragraph C 18.

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

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

### **3. Mandatory Specification**

- a) Offeror shall demonstrate the ability to collect and maintain caseload information, provide holistic E&T components/activities, comprehensive case management, complete effective assessments, develop Employment Plans, track participant's involvement, clearly communicate with participant and NMHSD, and provide required reports to HSD (Statement of Concurrence):
  - i. SNAP E&T service provider(s) is (are) required to collect, analyze, and report specific caseload information related to all component activities that participants are involved in. This includes but is not limited to orientation, assessment, case management, training, and support as a means of providing evidence to HSD that program requirements are being met and are successful. Reports are to be submitted to HSD monthly or as requested by HSD.
  - ii. The provider will be required to complete regular case reviews and share results on a weekly basis to ensure quality standards are met. If it is determined that corrections are needed on a case, the provider must take timely action to correct the case and clearly communicate the steps taken to NMHSD.
  - iii. The provider will be required to maintain all case comments, proof received and communication within the shared system.
  - iv. The current database of record for SNAP federal performance is ASPEN and Workpath.
  - v. HSD provides the SNAP E&T Service Provider(s) with access to a data application system, referred to as WorkPath, for case management where all relevant and necessary data is collected and maintained for SNAP E&T performance expectations. SNAP E&T staff are expected to utilize this application in addition to HSD's eligibility system, ASPEN. HSD is currently completing enhancements of the WorkPath system, to include reporting requirements. Until all enhancements have been implemented in WorkPath, the SNAP E&T service provider is responsible for determining how to best collect, maintain and report on the SNAP E&T participant data

as required per SOW. A SharePoint site will be available to submit participant documents, reports and case reviews as required. All caseload information, current and historical as well as the computer equipment related to this program will be the property of the State of New Mexico and will be turned over to the state at the end of the contract. In case of any security breach or unauthorized use, the SNAP E&T service provider will turn over to HSD upon request the computer equipment and its contents, related to such incident.

b) Offeror shall demonstrate the ability to meet the performance outcomes as outlined in this RFP's Section I, Paragraph B, by addressing the following elements (Statement of Concurrence):

- i. Referred SNAP E&T participants will be contacted for an orientation within 5 days of referral and provided a scheduled appointment if the provider(s) is (are) unable to make contact.
- ii. Provide a Career Navigator for each participant to support successful engagement through the SNAP E&T program. This caseworker will meet virtually or in person with the participant within 15 days of referral to begin Case Management services which will include an assessment and tailor the Employment Plan with appropriate activity tracks that are in line with their present circumstances. This assessment will ensure that the literacy of the individual, barriers, with support to resources provided to the participant.
- iii. Referred SNAP E&T participants will be scheduled for an orientation and provided a mailed notice of appointment within 10 days of referral.
- iv. The Provider(s) require the ability to provide individual and group orientations in person or virtually provided the participant can interact for engagement.
- v. Within 30 days of referral all participants will be placed in an eligible component by the provider(s).
- vi. Assist referred SNAP E&T participants seeking employment and training opportunities. The overall goal is to review for potential barriers to ensure equal opportunity and that support is provided to resolve reasonable barriers for participation.
- vii. The provider(s) will provide monthly case management services to each participant.
- viii. Assist SNAP E&T participants improve the quality of life for themselves through training, case management and referrals to support services to further their employment goals.

e) Offeror shall include evidence of its capability to fully implement services no later than December 31, 2022, to avoid interruption of services to all SNAP E&T participants. The evidence should include timeline, duration, and experience of transferring from other vendors.

Commented [MAH1]: This date does not align with calendar above

Commented [GMEH2R1]: Dates will be corrected when reviews are completed.

#### 4. Project Plan

The SNAP E&T Program is administered by HSD which has responsibility for program direction and oversight. HSD through its regional offices and through contracts with

service providers delivers integrated services to SNAP E&T participants to assist them in obtaining employment and thereby reducing their dependency on public assistance.

The Offeror's description on how the SNAP E&T program responsibilities would be met as a SNAP E&T service provider to include the following elements;

- a) Conducting effective and targeted job development;
- b) Providing integrated services to individuals whose primary language is not English;
- c) Establish community and tribal partnerships for the purpose of providing employment and training services to SNAP E&T participants in response to the needs of the tribal area;
- d) Providing services in rural communities;
- e) Establishing employment and training sites for participants to engage in available components.

**5. Desirable Specification**

- a) **Staffing-** The Offerors shall include information describing its process to fill sufficient positions statewide to meet the requirements as described in this RFP and attached SOW. These positions will be required to solely be engaged 100% of the time in the SNAP E&T program to ensure that full support is provided to the staff who are engaged with the participants.

**B. BUSINESS SPECIFICATIONS**

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



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

**3. Letter of Transmittal Form**

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

**4. Campaign Contribution Disclosure Form**

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

**5. Cost Proposal/Budget**

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

## **V. EVALUATION**

### **A. EVALUATION POINTS SUMMARY**

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. Page limits for each factor are listed below. A page represents one side of an 81/2X11 sheet of paper, double spaced with a font no smaller than 12 point.

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

**Table 1: Evaluation Point Summary**

**A. TECHNICAL SPECIFICATIONS**

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

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

- a) Efficient use of expertise within its organization, such as, internal communications, tools, for effective transfer of knowledge, training of staff and distribution of information;
- b) Experience, education, and expertise of key personnel who deliver services to SNAP E&T participants; and
- c) Past-performance as related to the successful implementation of programs serving low-income populations, as it relates to knowledge serving population struggling with obtaining or maintaining gainful employment;
- d) Experience applying case management skills that support participants long term employment goals which will support self-sufficient skills to reduce dependency upon public assistance.

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

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

**3. B.3 Mandatory Specifications (Total 350 Points)**

- a) Ability to manage and maintain caseload information, input and track participant engagement and provide reports to HSD as requested. **(100 Points) (Maximum 40 pages Front and Back)**

- b) Ability to collaborate with and enhance the SNAP E&T program as it relates to participants seeking training and support in employment opportunities to further self-sufficiency. **(50 Points) (Maximum 5 pages Front and Back)**
- c) Ability to assist the SNAP E&T participants attain the performance outcomes as outlined in this RFP's Section I Paragraph B. **(100 Points) (Maximum 40 pages Front and Back)**
- d) Ability to meet requirements for participant engagement deadlines to ensure Federal timeframes are met as outlined in this RFP's Section I Paragraph B. **(100 Points) Maximum 5 pages Front and Back)**

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

Outline of an effective program strategy to attain outcomes.

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

- a) Conduct effective and targeted case management to eligible referred participants;
- b) Provide services to participants whose primary language is not English;
- c) Establish community and tribal partnerships for the purpose of providing support services to SNAP E&T participants in response to the needs of the participant;
- d) Provide services in rural communities;
- e) Establish community college partnerships to further support the educational needs of the participant;
- f) Provide resources to participants to help resolve outstanding barriers to engagement in the SNAP E&T program which will further self-sufficiency and reduce dependency on public assistance;
- g) Provide referrals to appropriate job placement, work experience and training to further the long-term goals of the participant;
- h) Have an understanding of the needs of the participant based on the communities that they reside in.

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

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

Points will be awarded based on the Offeror's ability to fill sufficient positions statewide in order to meet the requirements as described in this RFP and attached SOW. This will include the ability to provide staff solely devoted to the SNAP E&T program.

**B. BUSINESS SPECIFICATIONS**

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

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

- a) Information regarding any mergers, acquisitions, or sales of the Offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details;
- b) Provide a statement as to whether there is any pending litigation against the Offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the Offeror's performance in a contract under this RFP. Likewise,

Offerors must provide a statement as to whether the Offeror or any of the Offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so provide an explanation with relevant details; and

- c) A statement of concurrence with securing a Performance Surety Bond in favor of the Procuring Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award.

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

Points will be awarded Offer's submission of their organization's most recent year's audit report (also referred to as a single audit), as well as those for the preceding two (2) years. The submissions shall include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, management letters and the notes to the financial statements. The audit report has to be in accordance with OMB 2 CFR 200.

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

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

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

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

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

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

**C. EVALUATION PROCESS:**

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

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II, Paragraph B 8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A**

**REQUEST FOR PROPOSAL**

**SNAP E&T PROVIDERS**

**23-630-9000-0004**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

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

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

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

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

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

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

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

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

**Submit Acknowledgement of Receipt Form to:**

Maria Garcia, Procurement Manager

[Mariae.garcia@state.nm.us](mailto:Mariae.garcia@state.nm.us)

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals. “Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.



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

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

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

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

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

**2. Compensation.**

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

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

**(—OR— CHOICE – MULTI-YEAR)**

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

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

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

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

**3. Term.**

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

**4. Termination.**

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

B. Notice: HSD Opportunity to Cure.

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

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services

contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

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

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

**5. Appropriations.**

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

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

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

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

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

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the

State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

**13. Amendment.**

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

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



**14. Merger.**

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

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

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

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

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

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

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

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

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

**20. Indemnification.**

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

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

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

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

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

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

To the HSD: [name, address, email]

To the Contractor: [name, address, email]

**25. Debarment and Suspension.**

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

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

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

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

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

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

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

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

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

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

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

**27. Non-Discrimination.**

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

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

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

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

**28. Drug Free Workplace.**

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

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

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

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

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

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

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

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

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

- 2) Establish an ongoing drug-free awareness program to inform such employees about:
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations

occurring in the workplace;

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

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

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

**29. Findings and Sanctions.**

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

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

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

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

**30. Performance.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**31. Criminal/Civil Sanctions.**

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

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

**32. Inspection.**

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

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

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

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

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

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

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

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

**35. Authority.**

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

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

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

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

Approved for legal sufficiency:

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

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

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

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

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

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

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

**APPENDIX D**  
**SAMPLE SCOPE OF WORK**

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

**Scope of Work  
Providers  
SNAP Employment and Training Program**

**AUTHORIZATION:**

NMHS is authorized to operate the Supplemental Nutrition Assistance Program Employment and Training (E&T) program by the Food and Nutrition Act of 2008, as amended by 2014 Farm Bill and the 2018 Farm Bill, and the New Mexico Administrative Code (NMAC). The Food and Nutrition Service (FNS) provides funding annually to States to operate the SNAP E&T program. Services provided under this Scope of Work must comply with Federal and State regulations for SNAP E&T. NMHS reserves the right to amend its scope of work in response to federal and/or state legislative changes to SNAP E&T.

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-C/part-273#273.7>

<https://www.srca.nm.gov/parts/title08/08.139.0410.html>

**PHILOSOPHY:**

The Food and Nutrition Act of 2008 provides the purpose of the SNAP E&T program is to provide SNAP participants with opportunities to gain skills, training, or work experience to increase their ability to obtain regular employment that leads to economic self-sufficiency. Additionally, the E&T program offers a way to allow SNAP recipients to meet SNAP work requirements.

**SNAP E&T Objectives:**

The objectives for partnering with providers for the SNAP E&T program are to build strong partnerships and create consistency in the determination and delivery of services. E&T providers must be able to offer case management, complete comprehensive assessments, and develop an effective and useful employment plan.

**SNAP E&T Scope:**

The goal of New Mexico's E&T program is to assist SNAP recipients gain skills, receive training and experience that will increase their ability to obtain regular employment. The goal is to lead participants to economic self-sufficiency. By participating in the E&T program, the participant must be offered support services to make completion of the E&T program a reality. The E&T program provides comprehensive case management, an orientation, assessment, development of an employment plan, training and support services to help participants prepare for, enter and advance in the workplace. For more information please refer to the E&T Provider's Guide.

**POPULATION TO BE SERVED:**

The SNAP E & T program will provide comprehensive services to SNAP eligible individuals who are:

- Between the ages of 16 and 59, and
- Physically and mentally fit.
- This includes Able Bodied Adults Without Dependents (ABAWDs) participants who have a mandatory work requirement.

Individuals are not eligible to volunteer if they receive:

- Temporary Assistance for the Needy Family (TANF) benefits, or
- Unemployment Compensation Benefits (UCB)

Both Provider and NMHSD must abide by the Civil Rights and Non-Discrimination Act.

**ADMINISTRATION:**

- A. The SNAP E&T program is administered by NMHSD which has responsibility for program direction and oversight. NMHSD through contracts with SNAP E&T Providers provides integrated services to SNAP E&T participants to help them obtain employment and thereby reducing their dependency on public assistance.
- B. In accordance with Federal and State authorizing legislation, NMHSD, as administrator of the SNAP E&T program, makes the following assurances. NMHSD will:
  - a. Have in operation a State Plan which has been approved by the Secretary of NMHSD, Food and Nutrition Services (FNS) and that meets all the federal and state regulations for SNAP E&T.
  - b. Establish optional provisions and components of the SNAP E&T program (as listed approved E&T State Plan, e-Exhibit I) and the issuance of policies, rules, and regulations governing the program. HSD has the authority to add or delete components as program needs are assessed.
  - c. Determine whether a participant is eligible and appropriate to participate. Individuals who are eligible and appropriate are encouraged to voluntarily participate in the SNAP E&T program. Volunteers will be provided preliminary information regarding the SNAP E&T Provider’s services, participant rights and responsibilities and other pertinent information.
  - d. Facilitate the referral of all eligible volunteers to the SNAP E&T Provider based on an agreed upon referral process and manage all reverse referrals once received from the Provider.
  - e. Ensure that Federal and State funds made available to the SNAP E&T program shall not be used to supplant non-Federal funds or any other funds which would otherwise be available for existing services and activities.

**PARTICIPANT RIGHTS AND RESPONSIBILITIES:**

- A. Participants will be notified of their rights and responsibilities at the time of their enrollment with NMHSD. During the interview process the participant is provided pertinent information so that they can be successful with their E&T participation. NMHSD will inform them of the program withdrawal process, their reporting requirements, fair hearing rights as well as what a reimbursement is, how to qualify and the process to request. The NMHSD initiates the referral to the provider. Once the referral is received by the provider the participant is contacted. The recipient will be given dates and times of their scheduled orientation and assessment to be conducted by the Provider. The Provider has the authority to initiate a Providers referral if a determination is made by the provider that the E&T program is not a good fit for the individual.
- B. A Notice of Rights and Responsibilities is printed on the reverse side of all correspondence sent to participant.

- C. The program is obligated by federal regulations and state law to protect the basic rights and dignity of participants by ensuring confidentiality of information concerning those participants.

**CONFIDENTIALITY:**

- A. Release of information about a participant to other Divisions within NMHSD or agencies under contract with the program, will be made only when such release is directly related to the administration of the SNAP E&T program activity for which information is needed.
- B. Release of information to entities, other than those within NMHSD or agencies under contract with the program, regarding participants will be made only upon receipt of written permission from the participant affected. This general rule relating to release of information applies to all requests from outside of NMHSD including other governmental authorities (local, state and federal), courts of law, and law enforcement agencies, except as provided in Subsection I, D.
- C. Additionally, when information is sought and the participant's permission is furnished, program staff will disclose only such information as is directly related to the administration of the program or NMHSD requesting the information.
- D. Exceptions to the requirement of obtaining the participant's written permission for release of information outside NMHSD are as follows:
  - a. In the event of an emergency when the participant's consent for release of information cannot be obtained, and SNAP E&T Provider staff decide it is in the best interest of the participant to release the requested information, program staff may release such information without written permission of the participant, with approval of a supervisor or supervisor's designee. The participant will be notified as soon as possible about the release and the reason for such release.
  - b. Release of information to employers may be made as part of a job development or a Work Experience contract development activity providing that activity is included in the Employment Plan (EP) which has been created with the participant.
  - c. If a subpoena or order is issued from a court for a case record, or for program staff to testify concerning a participant, the Provider staff will call the court's attention to statutory provisions and regulations against disclosure of information. The decision regarding release of information will reside with the presiding judge.
  - d. A participant's current address only may be made available to federal, state or local law enforcement officers if the officer furnishes program staff with the participant's name and demonstrates that:
    - i. The participant is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or an attempt to commit a crime, which is a felony under the laws of the place from which the individual flees; or
    - ii. The participant is violating a condition of probation or parole imposed under Federal or State law; and
    - iii. The location or apprehension of the participant is within the officer's official duties; and
    - iv. The request is made in proper exercise of those duties.
- E. In circumstances other than those covered in Subsection D, when SNAP E&T Provider staff are asked by a law enforcement officer for the current address or other information



regarding a participant, the employee should state that SNAP E&T Provider staff have no legal authority to disclose the information; but that program staff will contact the participant and ask for permission to discuss the information, or to encourage the participant to come forward.

- F. With advance written notice of one working day a participant, or a participant's designated representative, may view the contents of the participant's case record or electronic case file, during normal business hours and on the premises where the case record is normally kept. Upon request, SNAP E&T Provider staff will print of relevant portions of the electronic case file for the participant, or the designee, to take from the premises. The provision for advance written notice of one working day will be waived in instances where a conciliation meeting, or similar event, has been scheduled within twenty-four (24) hours of its being requested.
- G. SNAP E&T Provider staff will take all necessary precautions to ensure that case records and other information regarding participants are kept, when not in use, in locked filing cabinets or drawers out of public view. Case records may be viewed by SNAP E&T staff, its trainees and/or temporary employees who have signed a Statement informing them of their responsibilities to ensure participant's confidentiality.
- H. Case records retention and disposition must be in accordance with the state Records and Archives regulations.

**NMHS D RESPONSIBILITIES:**

- A. Overall program administration including establishing optional provisions and components of the program; program planning and design; determination of who should participate; establishment of participation requirements; and the issuance of policies, rules and regulations governing the program.
- B. Providing preliminary information to possible SNAP E&T participants regarding SNAP E&T program services, participant rights and responsibilities and other pertinent information including providing the contact phone number for provider.
- C. Referring all eligible and appropriate SNAP E&T volunteers to the provider.
- D. Addressing all SNAP E&T reverse referrals (Provider Determinations) received from the provider.
- E. Representing NMHS D at Fair Hearings and NMHS D conferences related to eligibility issues and the SNAP E&T program.
- F. Processing reimbursement requests provided on behalf of participants through WorkPath by the provider.
- G. Providing the provider with technical training to enter documentation in WorkPath pertaining to a participants' work activities, assessments, participation hours and reimbursements.
- H. Developing the provider contract for services and the SOW for the SNAP E&T program and providing amendments, as necessary.
- I. Monitoring the quality of services provided by the provider through quality reviews. Annual State MEs will be completed, and on-site reviews will be conducted. Random off-site reviews will be conducted on a regular basis. ISD may conduct more frequent reviews when a Corrective Action Plan is required. (Note: notification of an on-site review will be provided to the provider with thirty (30) calendar days advance notice outlining the areas to be reviewed.)
- J. Conducting weekly meetings with the provider.

- K. NMHSD will proceed based on policy and procedures established by NMHSD for all noncompliance requests by disenrolling in the voluntary program.
- L. Providing the provider staff with state and federal required trainings, to include but not limited to:
  - 1. ASPEN User Directive from Secretary Scrase
  - 2. IT Security and Privacy
  - 3. HIPAA Privacy and Security
  - 4. IRS Disclosure Awareness
  - 5. ISD Civil Rights
  - 6. Americans with Disability Act (ADA)
  - 7. HSD Employee Ethics
  - 8. Active Shooter
  - 9. Domestic Violence Awareness
  - 10. Governor Code of conduct
- M. Act as the funding agency.
- N. Disbursing E&T funds to the provider, on a reimbursement basis, upon receipt of monthly invoice prepared by the provider that contain detailed fiscal documentation.  
Reimbursement is only issued for allowable and necessary expenditures.
- O. Provide the provider staff with training and technical assistance related to usage and reporting of E&T funding as appropriate.
- P. Refrain from transferring, disbursing or reimbursing state funds to the provider under the terms of this Governmental Services Agreement (GSA). All E&T funds disbursed to the provider under this GSA shall be federal monies.
- Q. Certify the provider billing invoices, which are subject to approval by the NMHSD Contract Manager, to ensure that expenditures meet all federal and state requirements.
- R. Be allowed to deduct from amounts otherwise payable to the provider under this GSA or addendum thereto, monies overpaid to the provider and therefore determined to be due to NMHSD from the provider.
- S. Notify the provider if federal funds are reduced or are insufficient to continue under this GSA. Payments made by NMHSD using federal funds are contingent upon receipt by NMHSD of anticipated funds. In the event of future reduction of such funds, NMHSD shall reserve the right to reduce payments and service provided for herein, or in the alternative, to exercise termination.

**The provider shall comply with program requirements below:**

- 1. The provider must use care and professionalism in all areas of its responsibilities including, but not limited to:
  - a. Adequate staffing to serve the caseload
  - b. Training
  - c. Delivery of services to participants
  - d. Conducting quality control audits of cases
  - e. Conducting quality control audits of financials
  - f. Reporting

The provider will develop an NMHSD approved curriculum for all program staff as well as coordinate with NMHSD so that staff completes required NMHSD security training, IRS training and any other relevant security and/or confidentiality training. The providers staff must acknowledge by signature that it agrees to follow any requirements as established by NMHSD training. The provider will confirm compliance of staff to NMHSD requirements by submitting a status of compliance report when requested by the NMHSD ASPEN Bureau Chief or designee. The provider will require its staff to conduct itself in a professional manner with NMHSD, Federal, State, or other stakeholder related communications or interactions.

Diversity in educational levels and challenges among SNAP recipients requires a continuum of program and support services to help E&T recipient succeed. The E&T provider must incorporate flexible and innovative models that accelerate learning and transitions to employment. A provider's programs must be "job-driven" and responsive to employer demand of local industries and employers so that E&T ready to work participants can be placed in good, available jobs and/or they are able provide skills training and credentials participants require to obtain these jobs.

Consistency in the determination and delivery of services is an important piece of the E&T program. E&T providers must be able to offer case management, complete comprehensive assessments, and develop an effective and useful employment plan. All information and documentation that providers intend to provide to the participants, must first be reviewed and approved by NMHSD. For NMHSD expectations on what a provider case comment must look like in WorkPath. Refer to the Case comment guide to learn about the case comment expectation requirement.

NMHSD and the provider will have one weekly reoccurring meeting but may be more frequent if deemed necessary. This all to improve communication between agencies and improve the voluntary E&T program for participants. The agencies will collaborate to update documents and ensure proper tracking of all documentation in order to meet timeframes.

### **Adequate Staffing/Providers Job descriptions**

#### SNAP Employment and Training Administrator

The SNAP Employment and Training (E&T) Program Administrator oversees the performance of the third party for the SNAP E&T contract with the Human Services Department. The administrator ensures the Career navigators are properly trained and have all the tools/equipment they need to be successful. Administrators work closely with the financial administration to manage a budget by ensuring quarterly expenditure reports, receipts are accurate and received by the Human Services Department timely. The SNAP Employment and Training Administrator serves as the coordinators back up.

#### SNAP Employment and Training Coordinator

The SNAP Employment and Training Coordinator oversees the performance of the Career Navigators by ensuring proper procedures, regulations are maintained by reviewing cases for quality control and creating trainings. The coordinator is the primary liaison between career navigators and the administrator.

#### Career Navigator

The SNAP Employment and Training Career Navigator works one on one with the referred participants from HSD. This is completed via phone, mail, email or FTF contacts. The career navigator will utilize WorkPath to complete, track and maintain all of the participants requirements for the E&T program. The Career Navigator must ensure all contact is made accordingly and all deadlines are met. The Career Navigator will refer the participant to any other resources if needed. They must work closely with the SNAP E&T coordinator and administrator to ensure proper case management as well as quality is being completed.

#### Scheduler

The scheduler provides support to the Career Navigator and participants as needed. The scheduler will perform several clerical tasks such as answering calls, receiving visitors, reviewing, and maintaining reports as well as scheduling meetings.

#### **Screening/Referral Process**

NMHS is responsible for screening each SNAP applicant once approved for SNAP. ISD will determine whether it is appropriate to refer the individual to the E&T program. Once referred, the provider will receive the referral via Workpath.

The responsibilities delegated exclusively to the provider include, but are not limited to, the following:

- a. Conduct an Initial Outreach attempt within 5 business days of the receipt of referral to provide the participant with program information and to schedule the Orientation.
  - i. An attempt to call the participant will be made if the participant has a phone number on file. If unable to reach the participant, a message will be left, if possible. A second attempt will be made on the same day, after 5 minutes. If still unable to reach, a second message will be left, if possible, and an Orientation will be scheduled.
  - ii. If no phone number is on file, but an email has been provided, an email will be sent providing the contact information for the Career Navigator and an Orientation scheduled.
  - iii. If no contact information has been provided in the referral, then the Career Navigator will schedule an Orientation.

Providing comprehensive orientation to participants, either individually or in groups, regarding the program, participant's rights and responsibilities, and other pertinent information.

Schedule an orientation appointment for 5 business days from Initial Outreach.

#### **1. Orientation**

Provider provides comprehensive orientation to participants, in groups settings. Orientations will be held twice a week online and in person. There will be an AM session and a PM session. If for any reason the participant cannot participate in one of these scheduled orientations, one must be scheduled and completed with them individually. A case comment will detail the barriers to the participant attending the

group session. During the orientation the provider will give the participant information regarding the program, participant's rights and responsibilities, and other pertinent information.

The purpose of orientation is to explain the purpose of the SNAP E&T, describe available services, and to explain how SNAP E&T can help meet work requirements if applicable. Orientations may be provided either individually or in a group setting. They may be provided in person or through audio-visual methods as long as participants have the opportunity for interaction with program staff to ask questions. An appointment notice will be sent indicating the date and time of the appointment, how to attend the orientation, and the individual's rights and responsibilities. Provider will schedule an orientation appointment for 5 business days from Initial Outreach.

Orientation should take no longer than 30-45minutes.

## **2. Assessment**

E&T providers must complete an assessment with the SNAP E&T participant. A strong comprehensive initial assessment collects general information about demographics, educational attainment, basic skills, literacy, work experience, and public benefits. It also assesses objective and subjective barriers to work, such as disabilities, criminal background, family composition, housing circumstances, childcare needs, and transportation needs. A holistic assessment will gather interests and support needs of the participant so that they have the best opportunity for program success.

The provider will provide a Career Navigator for each participant throughout the period of engagement in SNAP E&T, defined as from assessment to successful completion of component(s) or withdrawal. The case worker will meet, virtually or in person, with the participant within 15 business days of initial referral to begin Case Management services, do an approved comprehensive employability assessment, and begin to develop an Employment Plan (EP) with appropriate activity tracks that are in line with their present circumstances. This assessment should assess the participant's literacy level and refer the participant to local literacy programs, when appropriate.

Assessment should take no longer than 45-60minutes.

## **3. Employment Plan (EP)**

Results from the assessments are used to develop employment plans to detail the services to be provided to the participant and the requirements to lead to the

successful completion of the component. The employment plan and goals must be written at a 6th grade reading level and the goals must be attainable within the set timeframe. The employment plan must specify any support services necessary so that the participant can successfully participate and achieve the set goals. The employment plan needs to be completed within 10 days of the initial referral.

Completing an Employment plan with a participant should take no longer than 60 - 90 minutes.

#### **4. Components**

- a. Job Search Training
- b. Work Experience
- c. Work Activities
  - i. Work Based Learning
  - ii. Apprenticeship
  - iii. Pre-apprenticeship
  - iv. On the Job Training

Provide a Career Navigator for each participant throughout the period of engagement in SNAP E&T, defined as from assessment to successful completion of component(s) or withdrawal. The case worker will meet, virtually or in person, with the participant within 15 business days of referral to begin Case Management services, do an approved comprehensive employability assessment, and begin to develop an Employment Plan (EP) with appropriate activity tracks that are in line with their present circumstances. This assessment should assess the participant's literacy level and refer the participant to local literacy programs, when appropriate.

#### **5. Case Management**

Provide comprehensive Case Management services to all SNAP E&T participants. Case management is an ongoing activity that must enhance the participants ability to participate and be successful in the E&T component(s) to which they are assigned. It will be tailored to the needs of the individual and adaptable to the individual's changing support requirements. The Career Navigator will have, at minimum, one (1) monthly contact with each participant for these purposes, and this contact will be case noted. When addressing barriers requires intervention in areas outside the expertise of the Contractor, or require other resources, the Contractor will make referrals to an appropriate agency.

Case Management should take no more than 60 minutes. During Case Management the provider should assist participants with:

- a) Developing and identifying opportunities for participants in the Program that will enable them to leave SNAP due to an increase in the participant's income.
- b) Work with participants to engage in one or multiple activities at any given time to implement the participant's Employment Plan, based on findings of assessments. SNAP E&T activities that the Contractor will provide SNAP E&T participants are detailed in the currently approved E&T State Plan, e-Exhibit I.
- c) Monitor participant performance and participation, modifying the participant's EP as necessary. Activity hours will be tracked in the WorkPath for all participants. The provider must use the Case Comment guide to train all staff on the process to track participants hours in case notes. The provider will also use a tracking log to keep all of the participants hours in order, until this tool can be implemented in WorkPath. Verification of Work Experience or Education component not provided through the provider, hours will be signed by the work site supervisor or other responsible individual. The tracking documents, printouts or copies of timesheets will be filed in the participant's casefile.

## **6. Reimbursements**

Review program related expenses incurred by the participant and level of participation to determine if reimbursements are needed. Career Navigators will request reimbursements through WorkPath, following the process as outlined by NMHSD:

- a) The provider will request the reimbursement in Workpath and ensure all the necessary information is included.
- b) NMHSD will receive the request and respond within 5 days.
- c) NMHSD will then review and either approve or deny the reimbursement.
- d) Once NMHSD has acted on the reimbursement request, an email will be sent within 24 hours to the provider Supervisor informing them of the result. Each reimbursement request will also be placed on a tracker log by NNMHSD to ensure proper case management is completed.

### **Mileage Reimbursements**

NMHSD currently utilizes the Internal Revenue Service (IRS) standard mileage rate which is updated annually in January. Transportation costs to and from the participants residence to the participants' site and back to the residence. Physical address indicated by participant and on file with NMHSD is to be used to calculate mileage as per MAPQUEST, Google Maps, or Rand McNally etc.

The provider must include the name, address and location of the site case comments.

**Reimbursement guidelines**

- a) Each SNAP E&T participant is eligible for up to \$1,200 a year
- b) Any reimbursement request over one hundred dollars (\$100.00) will include receipts for the expense.
- c) Reimbursements over five hundred dollars (\$500.00) will need to be reviewed and approved by the provider management group prior to being sent through WorkPath to NMHSD.

**7. Exemptions/ Provider Determinations**

The Provider must provide participant information to NMHSD when an individual provides Career Navigator or other component provider with information that might make the individual exempt from any SNAP work requirements.

When a participant is enrolled in a component that is ill suited for their needs, the Contractor shall first work with the participant in case management, offering and enrolling the participant in any available component that works best based on their EP. If a participant is unable to find a suitable component, should the participant choose to stay in the program, the Contractor shall make a provider determination and refer the participant back to NMHSD.

**Provider Determination Process**

The Career Navigator (CN) will review the participants case and determine if provider determination is necessary. NMHSD will take the most suitable action from among the following options no later than the date of the individual's recertification.

- 1. Refer the individual to an appropriate E&T component. NMHSD may refer the individual to another E&T component; however, as a best practice NMHSD will consider if an individual who has already received a provider determination is a good candidate for E&T, or if the fourth option below would be a better fit.
- 2. Re-assess the individual's mental and physical fitness. If the individual is not determined mentally or physically fit, then the individual must be exempted from mandatory E&T. NMHSD may also re-assess the individual for other exemptions from the general work requirements, mandatory E&T, or the ABAWD work requirement, as applicable.
- 3. Refer the individual to an appropriate workforce partnership, if applicable. NMHSD has certified one or more workforce partnerships, NMHSD may refer



an individual to a workforce partnership at the option of the individual. NMHSD must provide individuals with sufficient information about workforce partnerships to make an informed decision about participating.

4. Coordinate with other Federal, State, or local workforce or assistance programs to Identify work opportunities or assistance for the individual. NMHSD may decide that an individual with a provider determination would be better served by a program outside E&T or workforce partnership. If this option is chosen, NMHSD must exempt the individual from mandatory E&T.

If a provider determination is needed, the provider will notify NMHSD on Friday before noon, via email using the disenrollment log created. CN is responsible for entering proper case notes using the Case Comment Guide. NMHSD will then review, if a participant is found to not benefit from the program, be unfit or require different assistance they will be disenrolled from the program. The provider has 10 days to inform NMHSD about the provider determination but will inform NMHSD every Friday by noon. NMHSD then has 10 days to inform the participant of their disenrollment per CFR 273.7 (c )(18) (i). If a provider determination is made, this will be informed to the participant on the mailed notice (ET002). The Career Navigator will follow the process outlined above to disenroll.

## **8. ABAWDS**

The providers will develop procedures to ensure that ABAWDs subject to the three (3) month time limit and in compliance continue to remain eligible for SNAP benefits. The Contractor will follow up, as needed, in the event of non-compliance of ABAWDS with the work requirements in order to determine cause for failure to participate. Adjustments to the EP and activities to regain compliance will be encouraged. The Contractor will notify HSD if an ABAWD falls below the minimum required hours to maintain benefits, or when an ABAWD begins to meet their minimum required hours.

## **9. Quality Improvement System**

1. The provider must work with NMHSD to maintain performance standards through a Quality Improvement System (QIS) to include:
  - a) Review of data entries into the WorkPath database by the provider staff to ensure they are valid and based on the supporting documentation in participant's casefile;
  - b) Internal Management Evaluations of all sites;
  - c) Performance appraisals of all providers SNAP E&T staff with respect to case management, customer service, referrals to support services,

participation rates, placement and retention rates, and overall job performance.

The provider must cooperate with NMHSD and the Food and Nutrition Services (FNS) in the review of data and, when appropriate, site visits of the Contractor and partner run E&T locations. These visits can include NMHSD or FNS Management Evaluations (MEs) and desk audits. The Contractor will cooperate with NMHSD and FNS with any corrective action plans in which the State or FNS deems necessary.

1. Develop resources to increase the amount, accessibility, and quality of services for eligible SNAP E&T individuals and build partnerships with agencies providing support services.
2. Work with NMHSD to develop and distribute any materials, including but not limited to, promotional poster, flyers and brochures, assessments, and notices. Outreach materials will be adapted to the geographical region served, if needed. NMHSD and SNAP E&T will be clearly identified on all materials and products funded by the program (electronic, print, audiovisual, media, etc.) The Contractor agrees to abide by the guidelines set for usage of the SNAP, NMHSD and SNAP E&T logos on any products generated by. All materials will first be sent to NMHSD for review to make sure it meets literacy and translation requirements.5. Advertise SNAP E&T through existing outreach venues and post SNAP E&T information on the Contractor's website, including links, making them available for download.
3. Coordinate SNAP E&T media campaigns to create maximum synergy in impacted media markets. Any news releases related to this agreement or about SNAP E&T will be submitted to HSD for review prior to its releases.
4. Partner with HSD, other State departments and community-based agencies serving the target population to promote the E&T program and co-locate outreach services when possible.
5. Attend and participate in local collaborative meetings, statewide meetings, and national E&T conferences to promote SNAP E&T.

**Provider Shall maintain records and reporting requirements**

**Case Record Requirements:**

- A. Provider is required to maintain a case file for each participant within the WorkPath systems. To document case management or component efforts, Provider must enter case comments on the same business day that the contact was made with a participant or action was taken on a case.
- B. 10 case reviews will be completed a month per Career Navigator. 5 will be completed by NMHSD and 5 by the provider. The Case Review Tool will be utilized and records will be maintained in SharePoint. This information will also be tracked on the Case Review Log. This log will be provided to NMHSD every Wednesday before 4:30pm.

- C. Disenrollment and Reverse Referral logs will be provided to NMHSD every Friday by noon in order to meet FNS timeframes and inform participants of their disenrollment or provider determination.
- D. Maintain Federal and State records retention policy for SNAP and SNAP E&T. Any document storage, either electronic or paper, will meet the minimum requirements set by NMHSD. If at any time the provider wishes to destroy or store case files off-site, approval from and coordination with NMHSD and the State's Records and Archives must be obtained prior to such disposal or removal of files.

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

**Annual Service Delivery Plan** – Due on or before August 1, the provider is required work with NMHSD to develop a written service plan annually. This report must describe in detail how the provider will perform the services within the SOW. In the service delivery plan, NMHSD and provider must include procedures to ensure for collaborative, cooperative, and successful outcomes for participants. The plan must include, but is not limited to, the following:

- Participant Referral Procedure
- Participant Services
- Case Management
- Component Service Delivery
- Reimbursement Procedure
- Quality Assurance
- Staffing
- Training
- IT Systems
- Case Record Management
- Program Monitoring
- Performance Measurements, Outcomes and Validation
- Complaint resolution for:
  1. Program
  2. Displacement
  3. Civil Rights and Rude Treatment.
    - a. All such complaints will be reported to QIS within twenty-four (24) hours.
- Disaster Plan/Continued Operations Plan

**Inventory Lists** – Provider is required to deliver, on a quarterly basis, an inventory list in accordance with published state requirements using the reporting format provided by the state. A close out inventory lists shall be provided to NMHSD with the last billing invoice using the reporting format provided by the state

**Cost Allocation Plan** – HELPNM will provide NMHSD with a plan of allocated costs annually by October 1st for approval or when a program is added or removed.

**New Hire-HELPM** will submit a report identifying all newly hired participants for the Month.

**Incident Reports** – All incidents involving participant’s and police officers, security officers or the fire department will need to be reported to NMHSD within twenty-four (24) hours.

### **Fiscal Reporting Requirements**

1. Receive annually two types of E&T federal funds allocated by NMHSD:
  - a. 100 Percent (100%) funds; and
  - b. 50/50 - 50 Percent (50%) reimbursement funds.
2. Due to limited 100 Percent (100%) funding and the potential for 50 Percent (50%) reimbursement funds, the Contractor will strongly encourage co-enrollment with other eligible programs, such as Workforce Development Board programs. The Contractor will leverage their own non-federal funds using the 50 Percent (50%) reimbursement option.
3. Submit an annual budget that must be approved by the Program Manager designated by NMHSD, for operating cost. Provider shall prepare a budget for the contracted amount that includes all line-item elements as prescribed by New Mexico State Purchasing Department (SPD) as prescribed by DFA and in accordance with this GSA. The budget must be submitted to NMHSD by the thirtieth (30th) calendar day following the effective date of this contract.
4. The budget submitted for SNAP E&T shall provide the basis for the services provided under this GSA. The budget shall not be altered without the written approval of NMHSD. The budget shall be submitted in a format prescribed by NMHSD.
5. Ensure that Budget Adjustment Requests (BARs) are submitted to the NMHSD program manager as necessary. BARs must be submitted and receive NMHSD approval prior to the submission of the monthly invoice.
6. Provide NMHSD with one, accurate and timely monthly billing invoice as prescribed by SPD and in accordance with this GSA. Failure to adhere to these requirements may result in a reduction of available funds and nonpayment of invoices. The carryover of funds between fiscal years shall not be permitted. NMHSD will make every effort to make payment to the provider within thirty (30) days from receipt of a correct invoice.
7. Ensure that program expenditures comply with SNAP E&T regulations. There are specific restrictions on the use of Federal SNAP E&T funds including but not limited to, the following:
  - a. Any use of Federal SNAP E&T funds must be consistent with SNAP E&T purposes and applicable rules. The purposes of SNAP E&T in reference to this GSA is:
    - i. Assist SNAP participants gain skills, training, or work experience to increase their ability to obtain regular employment that leads to economic self-sufficiency.

- ii. Offer a way to allow ABAWDs subject to the 3-month time limit to meet SNAP work requirements.
  - b. Not use Federal funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by HSD as allowed by Federal law.
  - c. The Contractor may sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided for by Federal law. Copies of any and all subcontracts originating under this GSA are to be provided to HSD or made available for inspection by HSD within thirty days of subcontract approval.
  - d. Ensure any costs charged to each program must be necessary, reasonable, and allocable to the program.
  - e. Not use Federal funds to construct or purchase buildings or facilities or to purchase real estate without the authorization of the Federal entity and NMHSD.
  - f. Not use Federal funds for general expenses required to carry out another program responsibility, except as permitted by federal law.
8. Limit administrative costs to 15% of the total GSA dollar amount. This cost limit includes both permissible direct and indirect administrative costs and is cumulative for The Contractor as well as any Sub-Contractor(s) of the Contractor.
9. Ensure administration costs are costs that are necessary for proper administration of the SNAP E&T Program.
- a. Administrative costs include:
    - i. The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs.
    - ii. The salaries and benefits of staff performing administrative and coordination function, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
    - iii. Costs, such as equipment, travel, and office space costs, when directly associated with staff performing administrative and coordination functions, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
    - iv. Training of staff to perform administrative functions, such as procurement, and payroll.
  - b. Excluded from “administrative costs” are the direct costs of providing program services such as:
    - i. Case management, information and referral, and counseling activities.
    - ii. Providing program information, the development of employability plans, work activities, post-employment services, and work supports.

- iii. Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise).
  - iv. Costs for training of case managers or for other training directly associated with providing program services as program costs under its cost allocation plan.
10. Ensure compliance with all federal and state laws and regulations, as applicable, relating to the uses and expenditures of the funds made available under this GSA.
  11. Under this GSA the provider will meet the Federal requirements of equipment both IT and Non-IT in accordance with 7 CFR, Subtitle B, Chapter XXX, Part 3016.32(e). The provider will be required to arrange and resolve the return of all equipment purchased with the Federal funds at the end of the contract period.
  12. Maintain fiscal records necessary for full accountability, comply with federal accounting and fiscal requirements applicable to handling of any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this GSA.
  13. Comply to the requirements of the Federal Office of Management and Budget (OMB) 2 CFR 200, where appropriate, and applicable SNAP E&T statutes and regulations.
  14. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR.
  15. Ensure that all expenditures shall be in accordance with the line-item budget. The Contractor shall maintain records to document expenditures.
  16. Manage the funding made available by this GSA by:
    - a. Ensuring that monthly expenditures meet federal SNAP E&T and state requirements.
    - b. Ensuring that the funding under this GSA is not utilized for duplicative services already available to low-income populations
    - c. Ensuring submission of monthly invoices by the provider to NMHSD is received no later than the fifteenth (15th) of the month following the end of each month. Failure to adhere to this requirement may result in a reduction of available funds and non-payment of invoices. NMHSD will make every effort to make payment to the provider within thirty (30) days from receipt of a correct invoice.
  17. As fiscal agent for the E&T program, the Contractor shall abide by its regulations and all fiscal matters compliant with regulations of the New Mexico Procurement Code and the State Auditor's Office.
  18. Contract for an independent yearly audit at the provider's expense. An official copy of the independent auditor's report shall be provided to NMHSD and any other authorized entity in accordance with this GSA.
  19. Upon termination of this GSA or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the provider to NMHSD.
  20. Timely submit all budgets and invoices to NMHSD via email or by mail:

Maria Garcia, Program Manager

Income Support Division  
Policy and Procedure Development Bureau  
P.O. Box 2348  
Santa Fe, NM 87504  
HSD.SNAP-ET@state.nm.us

#### **INFORMATION TECHNOLOGY (IT) REQUIREMENTS**

- A. The Providers computers will conform to NMHSD IT standards for configuration and connectivity as follows:
1. Provider must obtain NMHSD approval and meet NMHSD standards for all IT equipment purchased. Provider shall submit the IT hardware (network and all non-networks) and IT software specifications in writing to the Program Manager and the Policy and Program Development (PPDB) Chief at least thirty (30) calendar days in advance of the IT purchase. The Program Manager will forward the written request to ITD. The Program Manager or the PPDB Bureau Chief may request additional documentation from the provider, if requested by ITD. The provider will be responsible for any costs related to damages it has caused in NMHSD network or server rooms.
  2. Providers staff will access ASPEN and WorkPath applications via a Web Interface utilizing Google Chrome or Microsoft Edge.
  3. Provider must provide documentation of its oversight process that ensures that they limit access to NMHSD participant data to workstations which have been approved for NMW service provider staff use during normal business hours. Exceptions must be approved by NMHSD.
  4. Provider must provide documentation that assures that any access, tasks, or other work performed by its staff will be performed consistent with NMHSD security standards in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in NMHSD Personnel Policy 043.17 on the NMHSD Web site.
  5. The provider must provide participants who require internet service for a job search activity with computer(s) connected to a separate NMHSD internal network for job search activities or utilize kiosks located in the field office if available.
  6. Providers staff will only be provided access to the NMHSD database upon submission of required NMHSD and/or NM DoIT Security Access documents which are required to gain access to all network connections for provider staff who require access. The current NMHSD database of record for TANF federal performance is the ASPEN and WorkPath databases.
  7. Providers works program computers will be managed by NMHSD for Anti-Virus and security and shall run continuously in monitor mode, unless otherwise directed by NMHSD ITD.
  8. Provider will cooperate with NMHSD security staff in the event it is discovered that any employee of NMW service provider enters falsified data into NMHSD data systems or breaches NMHSD security policies or authorized use standards.
- B. Providers workers located offsite who will access the NMHSD dataset for TANF federal performance will conform to NMHSD IT standards for configuration and connectivity as follows:

1. Provider must provide documentation that assures that any access, tasks, or other work performed remotely by its staff will be performed consistent with NMHSD security standards in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in NMHSD Personnel Policy 043.17 on the NMHSD Web site.
  2. The provider will only be provided access to the system upon submission of required NMHSD and/or NM DoIT Security Access documents.
- C. The provider may access a data management, collection and reporting system at no development or license cost to NMHSD. NMHSD will provide funding for the associated computer equipment for that system as approved by NMHSD under the terms of this contract. All data, current and historical, as well as the associated computer equipment related to this system will be the property of NMHSD and will be turned over to HSD at the end of the contract in a manner to be determined by NMHSD. The NMHSD standards associated with function are as follows:
1. Provider must provide a plan documenting their backup procedures to ensure data is protected through daily backups of any participant data related to this contract. Provider must provide documentation that monthly backups are maintained in locations separate from the originating servers. Providers standard access protocol must be documented and approved by NMHSD and demonstrate that only current employees continue to have access and any former employees are affirmatively excluded.
  2. For approval by NMHSD, the provider must provide a security plan that defines responsibilities, as well as the qualifications of the individual tasked to ensure security of the system and data. This individual will be responsible for ensuring appropriate security procedures are documented and followed in the performance of this project consistent with HSD security standards which are in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in NMHSD Personnel Policy 043.17 on the NMHSD Web site.
  3. Provider must provide NMHSD a Disaster Recovery and Business Continuity plan to ensure service continuity to NMHSD participants. NMHSD may require such plan be updated no less than quarterly. This Disaster Recovery and Business Continuity Plan must be submitted to NMHSD for review and acceptance.
  4. Hardware purchased by the provider will be compatible with specifications for current computer systems used by NMHSD. NMHSD will provide current specifications to selected NMW service provider.
  5. The provider will document and maintain an inventory list of procured workstations and servers to include model, serial numbers, and other information as requested by NMHSD. Such inventory shall be provided to NMHSD quarterly.
  6. The provider will use reasonable care in maintaining purchased equipment to include, but not be limited to, physical and electronic service requirements.
  7. At the end of the contract, or upon termination, provider will deliver, in good condition, all IT equipment purchased under this project to a location identified by NMHSD. Hardware delivered must be "sanitized" consistent with State Auditor regulations and not contain any participant data.



**PERFORMANCE MEASURES**

1. 80 Percent (80%) of referred volunteers’ complete timely assessment and EP;
2. 75 Percent (75%) of participants successful completion of an approved component.  
Successful completion is defined as receiving the skills and knowledge, experience, credential, certification, or diploma/degree the component is designed to provide;
3. 75 Percent (75%) of participants who successfully complete at least one component find living wage employment, based on geographical location; and
4. 75 Percent (75%) of participants with living wage employment, based on geographical area, retained employment in the 2<sup>nd</sup> quarter after completion of participation in E&T.  
Living wage for a geographical area will be defined with data found at <https://livingwage.mit.edu/states/35/locations>.

**MISCELLANEOUS REQUIREMENTS**

1. Maintain a designated contact person and/or program coordinator.
2. Timely submit all reports and invoices to the Contract Manager in SharePoint:

Maria Garcia  
Income Support Division  
Human Services Department  
Maria E.Garcia@state.nm.us  
1474 Rodeo Rd.  
P O Box 2348  
Santa Fe, NM 87504

**EXHIBITS:**

There are nine (9) Exhibits to this contract listed below. After Exhibit A, Scope of Work, the remaining six (7) are e-Exhibits and are posted on the HSD website for the Contractor to review and use at this link <https://www.hsd.state.nm.us/LookingForInformation/income-support-division.aspx>. The Exhibits are as follows:

1. Exhibit A: Scope of Work
2. e-Exhibit B: Currently approved E&T Sate Plan
3. e-Exhibit C: Provider Process Guide
4. e-Exhibit D: Budget
5. e-Exhibit E: Invoice
6. e-Exhibit F: Invoice Transmittal
7. e-Exhibit G: Budget Adjustment Request Form (BAR)
8. e-Exhibit H: Bar process

9. e-Exhibit I: FNS 583 Quarterly Report
10. e-Exhibit J: E&T Annual Outcomes Measure
11. e-Exhibit K: Property Control Form C 063 under 5000
12. e-Exhibit L: Property Control Form C 063 over 5000
13. e-Exhibit M: Property Control Form C 063 IT under 5000
14. e-Exhibit N: Property Control Form C 063 IT over 5000

Any future changes to the e-Exhibits will be sent electronically to the Contractor and updated to the site listed.

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

## COST RESPONSE FORM

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

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

**APPENDIX F**  
**Letter of Transmittal Form**

## Letter of Transmittal Form

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

RFP#: 23-630-9000-0004

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

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

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

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

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

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

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

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

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

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

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

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

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



## **APPENDIX G**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Maria E. Garcia Procurement Manager at [mariae.garcia@state.nm.us](mailto:mariae.garcia@state.nm.us) by November 6, 2022, at 5:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 23-630-9000-0004**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE  
FOR:**

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

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

Name: Maria E. Garcia  
Email: [MariaE.Garcia@state.nm.us](mailto:MariaE.Garcia@state.nm.us)  
Cell phone: (505) 396-0314

Forms must be submitted no later than November 6, 2022 & by 5:00 pm and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

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

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

QUESTIONS:

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

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

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

4. What is your level of satisfaction with materials produced by the vendor?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)  
COMMENTS:

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

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

COMMENTS:

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

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

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

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

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

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

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: