

ISSUED BY

The New Mexico Department of Health
Public Health Division



School Health Workforce Development

RFP # 665-18-00003

Public Health Division
State Of New Mexico
Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose and goal of this procurement is to fund statewide partners who will assist with workforce development of school and adolescent health personnel for the Office of School and Adolescent Health (OSAH). These statewide services must be provided in accordance with applicable federal, state, and local laws.

B. SUMMARY SCOPE OF WORK

Effective school health personnel must be provided opportunities to strengthen their professional skills to enhance their practice and to maintain licensure. Eligible offerors must be able to identify and engage key community partners, including clinical and content experts in school health, adolescent health agencies and organizations, youth engagement partners and school based health centers to provide up-to-date information on best and promising practices. Eligible Offerors must have feasible implementation, operational and evaluation plans for the provision of the identified workforce development strategies and the capacity to provide a variety of opportunities for school health staff to enhance their professional skills, as well as capacity to provide continuing education units for a variety of school health professions, including but not limited to nursing, social work and medical professionals.

All offerors for Workforce Development must include the following in their proposal:

- Workforce development for school nurses and school health assistants
- Workforce development for school academic counselors and social workers.
- Workforce development for school health promotion staff, including youth engagement specialists.
- Workforce development for school based health center personnel, including, coordinators, medical assistants, primary care providers and behavioral health care providers.
- Strategies that will be used to build upon existing partnerships and relationships that support school health workforce development and activities statewide.

C. SCOPE OF PROCUREMENT

The contract shall become effective upon approval of the Department of Finance and Administration (on or about July 1, 2018). The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the Department, pursuant to funding availability and satisfactory service provision, as determined by the Department. In no circumstance shall the contract exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below.

Jim Farmer, Procurement Manager
Department of Health, Public Health Division, Office of School and Adolescent Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
Telephone: (505) 222-8682 Fax Number: (505) 222-8675
james.farmer@state.nm.us

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Jim Farmer, Procurement Manager
New Mexico Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108

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

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Department of Health.

"Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Department": For purposes of administering the RFP and associated proposals, "Department" means the New Mexico Department of Health.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"DFA" means the Department of Finance and Administration for the State of New Mexico.

“Division” means the Public Health Division of the New Mexico Department of Health.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Division for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as 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.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

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

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal 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.

“Secretary” means the Cabinet Secretary of the New Mexico Department of Health.

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

F. BACKGROUND INFORMATION

This section provides background on the Department of Health, the Public Health Division, and the operating environment of the Agency / Department which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

DEPARTMENT OF HEALTH VISION/MISSION

The vision of the New Mexico Department of Health (DEPARTMENT) is that New Mexico is a healthy community in which to live and grow.

The mission of the DEPARTMENT is to promote health and sound health policy, prevent disease and disability, improve health services systems and assure that essential public health functions and safety net services are available to New Mexicans.

PUBLIC HEALTH DIVISION MISSION

The mission of the Public Health Division (DIVISION or PHD) of the DEPARTMENT is to work with individuals, families, and communities in New Mexico to achieve optimal health. We provide public health leadership by assessing health status of the population, developing health policy, sharing expertise with the community, assuring access to coordinated systems of care and delivering services to promote health and to prevent disease, injury, disability and premature death.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

The library contains information listed below:

Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue of RFP	Agency	2/12/18
Distribution List Response	Potential Offerors	2/19/18
Deadline to Submit Questions	Potential Offerors	2/26/18
Response to Written Questions/RFP Amendments	Agency	3/5/18
Submission of Proposal	Offeror	3/30/18
Proposal Evaluation	Evaluation Committee	4/11/18
Selection of Finalists	Evaluation Committee	4/11/18
Best and Final Offers From Finalists	Offeror	4/23/18
Oral Presentation by Finalists	Offeror	4/23/18
Finalize Contract	Agency, Offeror	5/31/18
Contract Award	State Purchasing Agent/DFA	7/8/18
Protest Deadline	Offeror	7/15/18

B. EXPLANATION OF EVENTS

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

1. Issue of RFP
The Agency will issue the RFP on February 12, 2018.
2. Acknowledgement of Receipt
Potential offerors should hand deliver or return by facsimile or by registered or certified mail

the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on February 19, 2018.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on February 26, 2018. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on March 5, 2018, to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN CLOSE OF BUSINESS ON MARCH 30, 2018.** ***Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D, which is as follows:

Jim Farmer, Procurement Manager
New Mexico Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **OSAH SCHOOL HEALTH WORKFORCE DEVELOPMENT** Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals.

Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place April 11, 2018. 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, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

Only finalists will be invited to participate in the subsequent steps of the procurement. If necessary, the schedule for the oral presentations will be determined at this time.

8. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by April 23, 2018. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Oral Presentation by Finalists

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation if needed. All offeror presentations will be held at a location in Albuquerque, New Mexico to be determined. Each presentation will be limited to two (2) hours in duration.

10. Finalize Contract

The contract will be finalized with the most advantageous offerors May 31, 2018. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the Procurement Manager will award the contract on or about July 2, 2018. This date is subject to change at the discretion of the Procurement Manager.

The contract shall be awarded to the offeror or offerors whose proposal(s) is/are most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The award is subject to DFA approval.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for

responsive offerors shall begin on the day following the contract award and will end as of close of business on July 16, 2018. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager:

Jim Farmer, Procurement Manager
New Mexico Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, New Mexico 87108

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, NMAC 1.4.1.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or one hundred fifty (150) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 termination will be effected by sending written

notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix B. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

Private for profit, not for profit and government agencies are eligible. Agencies that have worked with the OSAH are preferred but is not mandatory.

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 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. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing 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 representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice of Penalties

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the State Purchasing Agent (SPA), the version maintained by the SPA shall govern.

28. New Mexico Employees Health Coverage

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.

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.

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

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 E, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

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

- Identify the submitting business entity.
- Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - Explicitly indicate acceptance of Section V of this RFP; and
 - Acknowledge receipt of any and all amendments to this RFP.
- Be signed by the person identified in paragraph 2 above.

31. Pay Equity Reporting Requirements

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.

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.

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.

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

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:

- Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - 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;
 - violation of Federal or state antitrust statutes related to the submission of offers; or
 - 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;
- 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;
- 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:
 - 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.
 - 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.
 - 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.)

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.

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.

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.

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.

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

33. New Mexico Preferences

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

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

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

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

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and three (3) copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper using a minimum 11 font, (larger paper is permissible for charts, spreadsheets, etc.), and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated in Section IV, Specifications.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).

4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

IV. SPECIFICATIONS

A. Information

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Award of contracts may be based on criteria other than price. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered.

Proposals submitted to the DIVISION must provide information sufficient to describe the activities and expenditures to be supported by this proposal, and for the DIVISION to make a complete evaluation of the proposal. Therefore, the DIVISION, in its evaluation of proposals from eligible Offerors, will assign weights to each of the factors below:

B. Mandatory Specifications

1. Abstract

A one-page abstract summarizing the proposal must be included. (5 Points)

POSSIBLE POINTS = 5

Statement of Need:

The proposal must contain a problem statement that consists of a clear, concise, specific description of the area(s) to be addressed under this proposal. The Offeror should include discussion and implications of applicable analyzed health indicators; health needs assessments, identified risk and protective factors and epidemiological studies and how they were used to identify priorities. The offeror should be able to link priorities identified to the components of the Coordinated School Health Model and briefly describe how the priorities are linked to the needs of New Mexico youth and schools. Scores will be assigned on the basis of completeness, comprehensiveness, descriptiveness, relevance, and demonstrated understanding of the above.

POSSIBLE POINTS = 10

2. Coordination of Efforts:

The proposal must include information on the Offeror's awareness of and direct collaborative activities with key stakeholders, private and public entities and other local/regional groups including formal and informal working partnerships and how these partnerships will be used to support activities. The Offeror must demonstrate direct working knowledge and experience of coordination efforts used to support the topic and clearly describe how these partnerships will be leveraged to build upon existing school health infrastructure, systems and collaborative efforts.

POSSIBLE POINTS = **10**

3. Approach/Scope of Activities:

The proposal must contain a clear and detailed description of the activities and/or services to be funded. This description should relate to current area services and capacity as well as the population needs described in the problem statement. Scores will be assigned on the basis of the following items:

- i. Description of your proposed program in terms of goals, measurable/quantifiable objectives, and activities. Include a logic model that demonstrates the link between your proposed activities and your expected outcomes.
- ii. Description of your management plan (task/timeline) for the proposed project(s).
- iii. Description of how the program demonstrates an understanding and relevance to school and adolescent health as well as culturally diverse communities in New Mexico.
- iv. Description of how proposed activities will build upon existing school health partnerships, infrastructure, systems and efforts.
- v. Description of how proposed activities support key statewide school health goals and models, including the Coordinated School Health Model and School Based Health Center approach, as well as, the mission and vision of the OSAH.
- vi. Inclusion of the specifications from Section I, Introduction, Paragraph B, Summary Scope of Work.

POSSIBLE POINTS = **40**

4. Offeror Capability:

- i. Describe your organization's mission/philosophy and purpose in relation to the activities you are proposing, and their relation to the intent of this RFP. Describe any written agency policies regarding needs assessment, prevention plans, maintenance of prevention service delivery records, evaluation, and cultural competence.
- ii. Describe and provide evidence of your organization's ability to bring together many community groups, advocates, community leaders, and stakeholders to focus efforts and resources.
- iii. Provide a description of your organization's recent history of demonstrated accomplishments in school health approaches such as the Coordinated School Health Model and School Based Health Center model, as well as accomplishments working collaboratively with systems and organizations involved in the lives of adolescents.
- iv. Describe your organization's capacity to monitor the ongoing implementation of activities of the initiative and its capability to analyze and report on this data.

POSSIBLE POINTS = **15**

5. Budget/Cost Explanation:

The proposal must include a detailed budget indicating specific expenditures that link with

the described activities and/or services. This budget must be fully justified in terms of described area needs and the proposed project. **(See Appendix C for sample budget and justification format).** The Scores will be assigned on the persuasiveness that this is the best way to spend the money to achieve the desired result.

If the total compensation included in the proposal exceeds \$100,000.00, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. (Not included in the page limit.)

Pre-selected subcontractors and other business associations to be used by the Offeror in performance of the Scope of Work hereinafter described shall be identified. The prime contractor shall be liable for the contractual performance of any sub-contractor. Proposals need not have pre-selected subcontractors. If the Offeror plans to subcontract any or all of the Scope of Work, services to be provided and procedures for selecting subcontractors should be concisely and clearly described. Prior written approval by the DEPARTMENT must be received for any subcontract over \$1,000.00.

POSSIBLE POINTS = 15

6. Completeness:

This scoring segment will include consideration of completeness of all attachments except where those attachments are the subject of separate evaluation factors. Clarity, conciseness, and specificity of the attachments will be considered in the scoring.

POSSIBLE POINTS = 5

C. Other Information

1. Biographical Sketches and Job Descriptions - Applicants must include biographical sketches of each key position to be involved in the operations as Attachment 1. Resumes and/or curriculum vitae are acceptable. If the position is to be hired, include a position description and an anticipated date of hire.
2. New Mexico Employees Health Insurance Agreement - Applicants must sign the New Mexico Employees Health Insurance Agreement (Appendix D) and submit as Attachment 2 with their application.
3. Campaign Contribution Disclosure Form - Applicants must sign the Campaign Contribution Disclosure Form (Appendix E) and submit as Attachment 3 with their application.
4. Suspension and Debarment Form - Applicants must sign the Suspension and Debarment Form (Appendix F) and submit as Attachment 4 with their application. A statement of concurrence is required.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR	POINTS AVAILABLE
1. Abstract	5
2. Statement of Need	10
3. Coordination of Efforts	10
4. Approach/Scope of Activities	40
5. Offeror Capability	15
6. Budget/Cost Explanation	15
7. Completeness	5
TOTAL	100

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Abstract (5 points)
2. Mandatory Specifications
 - a. Statement of Need (10 points)
Scoring will be based on how well the proposed activities link to the Coordinated School Health Model as well as other models for adolescent health services.
 - b. Coordination of Efforts (10 points)
Points will be awarded on how well documented the collaboration and participation of private and public entities in partnership with the offeror are.
 - c. Approach/Scope of Activities (40 points)
Scoring will be based on how well the activities link to the current population needs.
 - d. Offeror Capability (15 points)
Points will be awarded based upon an evaluation of each staff experience, proposed feasibility of the activities proposed and the prior success of the offering in implementing similar activities.
 - e. Budget/Cost Explanation (15 points)
Points will be awarded on the thoroughness and thoughtfulness of the budget and the proposed implementation of the activities presented.
 - f. Completeness (5 points)
Scoring will include consideration of completeness of all attachments except where those attachments are the subject of separate evaluation factors.
3. Other Information
While this section is not specifically scored, incomplete or missing information may have an impact on the completeness factor

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDICES

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

POSITIVE YOUTH DEVELOPMENT/ADOLESCENT HEALTH

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on February 19, 2018. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Jim Farmer
Procurement Manager –Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
Telephone: (505) 222-8682 Fax Number: (505) 222-8675
james.farmer@state.nm.us

APPENDIX B

Sample Contract Terms and Conditions

**STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT**

This Contract is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and ____, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

A. The Contractor shall perform the following work:

1. Plan, implement and evaluate one (1) workforce development opportunity for school nurses, counselors, social workers, health educators, school administrators and other professionals working with school-aged children for the Office of School and Adolescent Health (OSAH) focusing on school health issues.
 - a. Complete all product development including, but not limited to, the research and analysis for decision making, product planning, implementation planning, branding and fiscal planning.
 - b. Complete all programming development including, but not limited to, the research and recruitment of qualified presenters and trainers and managing the call for workshop presenters.
 - c. Serve as the speaker liaison which includes all subcontracting, information collection and data management, all speaker support and fiscal management associated with the speakers.
 - d. Provide OSAH support with planning committee development and committee meeting management.
 - e. Complete all necessary requirements for appropriate site selection including research and analysis, in person site inspections and all negotiating and subcontracting that may be necessary.
 - f. Plan and implement an online registration procedure including the instrument design, database management and participant reports, fiscal and material management, any participant communications and customer support.
 - g. Develop and implement a promotion plan that includes marketing plan development, marketing material development, marketing plan implementation and any other specific materials that may be necessary.
 - h. Manage all sponsors and exhibits and any logistics that may be necessary.
 - i. Ensure continuing education and academic credit are available by completing all necessary applications and submitting all required documentation.
 - j. Provide logistics that include procurement processes, any risk management that may be necessary at the selected site, all onsite communications, as well as all material and fiscal management.
 - k. Support the use of volunteers through recruitment, training and acknowledgement of participation.

1. Complete return on investment activities including a comprehensive evaluation, analysis and a summary report.
2. Plan, implement and evaluate four (4) workforce development opportunities for School Health Assistants.
 - a. Initiate a professional development plan for School Health Assistants and submit to OSAH for review and written approval.
 - b. Identify key partnerships necessary to implement professional development plan.
 - c. Organize committee of clinical and content experts to address professional development issues and report to OSAH.
 - d. Ensure activities are interactive in nature and include presentations from recognized experts in the field of school health.
 - e. Summarize results of professional development activities and submit to OSAH. Summary must include discussion on how much did you do, how well you did it and how you know OSAH and providers are better off because of this work.
3. Plan, implement and evaluate one (1) youth leadership development opportunity targeted for statewide youth engagement teams working on health promotion topics with OSAH.
 - a. Initiate a Youth Leadership Health Promotion professional development plan and submit to OSAH for review and written approval.
 - b. Identify key partnerships necessary to implement professional development plan.
 - c. Organize committee of clinical and content experts to address professional development issues and report to OSAH.
 - d. Ensure activities are interactive in nature and include presentations from recognized experts in the field of school health.
 - e. Summarize results of professional development activities and submit to OSAH. Summary must include discussion on how much did you do, how well you did it and how you know OSAH and providers are better off because of this work.
4. Plan, implement and evaluate two (2) workforce development opportunities for New School Nurses.
 - a. Initiate a professional development plan for New School Nurses and submit to OSAH for review and written approval.
 - b. Identify key partnerships necessary to implement professional development plan.
 - c. Organize committee of clinical and content experts to address professional development issues and report to OSAH.
 - d. Ensure activities are interactive in nature and include presentations from recognized experts in the field of school health.
 - e. Summarize results of professional development activities and submit to OSAH. Summary must include discussion on how much did you do, how well you did it and how you know OSAH and providers are better off because of this work.
5. Plan, implement and evaluate additional workforce development opportunities as identified and as additional resources become available.
 - a. Initiate a professional development plan and submit to OSAH for review and

- written approval.
 - b. Identify key partnerships necessary to implement professional development plan.
 - c. Organize committee of clinical and content experts to address professional development issues and report to OSAH.
 - d. Ensure activities are interactive in nature and include presentations from recognized experts in the field as appropriate.
 - e. Summarize results of professional development activities and submit to OSAH. Summary must include discussion on how much did you do, how well you did it and how you know OSAH and providers are better off because of this work.
6. Plan, implement and evaluate quality improvement (QI) efforts for the OSAH.
- a. Complete an assessment of educational, training, consultation and support needs for OSAH targeting school nurses, school behavioral health staff, youth suicide prevention educators and positive youth engagement providers to accurately gauge quality improvement needs and submit to OSAH for approval.
 - b. Initiate a plan to address the identified QI needs for OSAH contractors statewide.
 - c. Submit quarterly progress reports toward identified health outcomes and include steps to overcome identified barriers.
 - d. Summarize results of professional development activities and submit to OSAH. Summary must include discussion on how much did you do, how well you did it and how you know OSAH and providers are better off because of this work.
7. Report progress toward benchmarks and programmatic goals quarterly, detailing accomplishments, impacts, challenges, and course corrections.

2. COMPENSATION

- A. The Agency shall pay to the Contractor in full payment for deliverables completed in FY19, such compensation not to exceed \$, including gross receipts tax if applicable. The Agency shall pay to the Contractor in full payment for deliverables completed in FY20, such compensation not to exceed \$, including gross receipts tax if applicable. The Agency shall pay to the Contractor in full payment for deliverables completed in FY21, such compensation not to exceed \$, including gross receipts tax if applicable. The Agency shall pay to the Contractor in full payment for deliverables completed in FY22, such compensation not to exceed \$, including gross receipts tax if applicable. **The total amount payable to the Contractor under this Agreement shall not exceed \$. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**
- B. Payment in FY19, FY20, FY21, and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA.

All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during with a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

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

3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on June 30, 2021 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. TERMINATION

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

B. Notice; Agency Opportunity to Cure-

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to

cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

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

D. Termination Management. If this Agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement, and 4) if providing health services or client support as part of the scope of work of this Contract, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the Agreement. In this event the Agency may temporarily extend the term, enter into a new short term contract or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this Agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with contract funds as defined in Article 31 (Property) of this Agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this Agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient funds appropriated, allocated, and authorized by the Legislature of the State of New Mexico and/or by the federal government for the performance of this Agreement. If sufficient appropriations, allocations and

authorizations are not made by the Legislature of the State of New Mexico and/or if the federal government makes insufficient allocations, necessitating a decrease in the amount of Agreement funds available for expenditure by the Agency, this Agreement may be terminated or amended to a lower amount of funds upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding on the Contractor. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. Contractor, its agents and employees shall not be entitled to any of the benefits afforded employees of the Agency including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any other consideration not specified in this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

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

8. SUBCONTRACTING

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

9. RELEASE

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

10. CONFIDENTIALITY

Any confidential information and records provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency, or the express written authorization of the client when the record is a client record.

11. PRODUCT OF SERVICE -- COPYRIGHT

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

- B. Client information developed under this Agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this Agreement.

12. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
 - 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer ;
 - 3) 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;
 - 4) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
 - 5) 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
 - 6) 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;

- 7) 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
- 8) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

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

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

13. AMENDMENT

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in state and Agency policy, this Contract shall be amended to comport with current policy, rules, regulations, and law.

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

14. MERGER

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

15. PENALTIES FOR VIOLATION OF LAW

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

16. EQUAL OPPORTUNITY COMPLIANCE

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

17. APPLICABLE LAW

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

18. WORKERS COMPENSATION

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

19. RECORDS AND FINANCIAL AUDIT

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
- B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period of five years after the time the audit was released.
- C. If the Contractor receives more than \$250,000 in federal funding, or more than \$250,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial

statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

- D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.
- E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.
- F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Department of Health
Financial Accounting Bureau Chief Suite N-3150
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

- G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of Agreement and preclusion from engaging Contractor in the future.

20. INDEMNIFICATION

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

21. NEW MEXICO EMPLOYEES HEALTH COVERAGE

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

already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

22. EMPLOYEE PAY EQUITY REPORTING

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

23. INVALID TERM OR CONDITION

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

24. ENFORCEMENT OF AGREEMENT

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

effective to waive any other rights.

25. NOTICES

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

To the Agency:
New Mexico Department of Health
P.O. Box 26110
1190 St. Francis Drive,
Santa Fe, NM 87502-6110

To the Contractor:

26. AUTHORITY

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

27. LICENSURE

The Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

28. LIABILITY INSURANCE

The Contractor shall maintain professional or general liability insurance, as applicable, for all services provided under this Agreement and Contractor shall supply evidence of such coverage upon the Agency's request.

29. FEDERAL GRANT OR OTHER FEDERALLY FUNDED CONTRACTS

A. Lobbying- The Contractor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection of any applicable federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- B. Suspension and Debarment- For contracts that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. Political Activity- No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Contractor Information-
- 1) If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - a. CFDA Number – NA
 - b. Program Title – NA
 - c. AGENCY/OFFICE – NA
 - d. GRANT NUMBER – NA
 - 2) CONTRACTOR’S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is NA
- E. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only]
- 1) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - 2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - 3) The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-

7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts that involve the expenditure of federal funds, Contractors that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- H. For contracts that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. For contracts which involve the expenditure of federal funds, and under which the Contractor is considered a sub recipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

30. GOVERNING BODIES

The parties agree that if the Contractor has one or more Governing Bodies, the Governing Bodies of the Contractor shall have the right and responsibility to establish policy for the Contractor, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent, or agents. By such delegation, employees and/or agents of the Contractor must conduct the operation of the Contractor consistent with the policies and procedures approved by the Governing Bodies.

31. PROPERTY

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase Agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this Agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this Agreement or 2) use of such property

in the performance of this Agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

- B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.
- C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace the Agency property.

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

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: _____

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau and is effective on the date shown:

By: _____
DFA Contracts Review Bureau

Date: _____

APPENDIX C

Sample Budget and Budget Justification

- A. Personnel:** Provide employee(s) (including names for each identified position) of the applicant organization, including in kind costs for those positions whose work is tied to the project.

Position	Name	Rate	Level of Effort	Cost
Director	Jane Doe	\$50,000/ year	20%	\$10,000
Health Educator	Joe Buck	\$75,000/year	50%	\$37,500
Clerk	John Deere	In kind	20%	\$0
			Total	\$47,500

Justification: Describe the roles and responsibilities of each position.

The Director will provide oversight of the day to day operations of the program.

The Health Educator will be responsible for providing educational services for adolescents.

The Clerk will provide administrative assistance for the program..

- B. Travel:** Explain the need for all travel including travel that would be required by the signed contract.

Purpose of Travel	Location	Item	Rate	Cost
Head to Toe Conference	Albuquerque, NM	Registration	2 @ \$275	\$550
		Hotel	2 @ \$90 x 2 nights	\$360
		Per Diem	\$46/day x 2 persons x 2 days	\$184
Local Travel	Varied	Mileage	3000 miles @ .44/mile	\$1,320
			Total	\$2,414

Justification: Describe the purpose of travel and how costs were determined.

Two staff to attend the annual Head to Toe Conference per contract requirements.

Local travel needed to provide services, attend local meetings and training events. Local travel rate is based on the state reimbursement rate of mileage for personal vehicle use.

- C. Supplies:** Materials costing less than \$5,000 per unit and often having a one-time use.

Item	Rate	Cost
------	------	------

General Office Supplies	\$50/month x 10 months	\$500
	Total	\$3,000

Justification: Describe the need and include an adequate justification of how each cost was estimated.

Office supplies are needed for the general operation of the program and costs are based on the average from the previous year.

D. Other: Any other expenses not covered in any of the other previous budget categories.

Item	Rate	Cost
Incentives	\$10/client follow up x 50 clients	\$500
SBHC Brochures	\$1/brochure x 500 brochures	\$500
	Total	\$1,000

Justification: Break down costs into cost/unit. Explain the use of each item requested.

Incentives provided to encourage participation by youth in the program.

Brochures will be used at various community functions, such as health fairs and exhibits.

APPENDIX D

New Mexico Employees Health Insurance Agreement

Employee health insurance coverage is mandatory to be awarded a contract based on an RFP. To be responsive to this RFP, and to eligible for contract award, the offeror must agree to the following:

1. 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:
 - a. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - b. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - c. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) 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.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

By signing this statement the offeror agrees to adhere to the aforementioned statements.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

APPENDIX E

Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to

or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX F

**Certification Regarding Debarment, Suspension, Proposed Debarment and Other
Responsibility Matters**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between DOH and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. DOH’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to DOH in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although DOH may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which DOH will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to DOH, DOH may terminate the contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror’s proposal for nonresponsibility and the withholding of an award under this RFP. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, DOH, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if DOH believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will DOH award a contract to an Offeror if the requested exception is not granted for the Offeror.

By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

The Offeror and/or any of its Principals-

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
- (B) Have have not , within a three-year period preceding the date of the Offeror’s proposal, 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;

- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have 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.

"Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

For the purposes of this certification, the terms used in the certification, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____