

REQUEST FOR PROPOSALS HIV PREVENTION PROJECTS

RFP # HIVPrev2000-1



Date of Issuance: Friday, February 28, 2020

Deadline for Submission: Thursday, April 2, 2020 by 3:00 pm

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION

**Infectious Disease Bureau
HIV Prevention Program**

Contact and Procurement Manager:
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I. INTRODUCTION

A. Purpose of This Request for Proposals (RFP)

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish contracts through competitive negotiations for the procurement of HIV Prevention Projects to serve the entire State of New Mexico. These projects will contribute to achieving the two goals of the HIV Prevention Program within the New Mexico Department of Health (NMDOH, aka Department).

1. Reduce new HIV infections through evidence-based HIV prevention strategies that reduce risk behaviors and expand the number of persons utilizing HIV Pre-Exposure Prophylaxis (PrEP).
2. Reduce new HIV infections and improve health outcomes of persons living with HIV (PLWH) by helping PLWH to learn their status, be linked with care and remain engaged in care through HIV counseling, testing and referral services (CTRS), targeted CTRS recruitment using Social Network Strategies (SNS), HIV partner services (PS), Data To Care (DTC) and other biomedical strategies.

B. Background Information

Services will be aligned with national and statewide priorities, as required by the Centers for Disease Control and Prevention (CDC), which provides some of the funding to be awarded under this RFP. Priorities and required activities under CDC Funding Opportunity Announcement (FOA) PS18-1802 are described on the agency's website:

<https://www.cdc.gov/hiv/funding/announcements/ps18-1802/index.html>

Activities must be responsive to the current HIV plan for the State of New Mexico. The *New Mexico Integrated Plan for HIV Prevention and Care: 2017 - 2021* can be found at:

<https://www.nmcpag.org/plans.html>.

As established by that plan, the vision for the state is as follows.

New Mexico will create a future where 1) new HIV infections are rare, 2) all persons with HIV know their status and are retained in high quality care that improves their health outcomes, and 3) barriers, stigma, discrimination and disparities based on race/ethnicity, sexual orientation, gender, gender identity and expression, age, socio-economic circumstance, disability, language and immigration status are eliminated.

C. Scope of Procurement

The purpose and goal of this procurement is to fund HIV Prevention Projects to serve the entire State of New Mexico. Fundable activities to be supported via contracts awarded under this RFP include:

- **Activity 1- Testing:** HIV counseling, testing and referral services (CTRS), including recruitment using SNS

- **Activity 2 – Prevention for Positives:** Evidence-based HIV prevention interventions for persons living with HIV
- **Activity 3 – Prevention for Negatives:** Evidence-based HIV prevention interventions for high-risk negatives, focused on gay/bisexual men, other men who have sex with men (MSM) and transgender individuals with male sexual partners
- **Activity 4 – PrEP Navigation:** Navigation services for HIV Pre-Exposure Prophylaxis (PrEP) that include client recruitment, referral and adherence support
- **Activity 5 – Recruitment:** Statewide recruitment to CTRS, HIV prevention for high-risk negatives and PrEP navigation via social media
- **Activity 6 - CPAG:** Professional health planning and support services for the federally mandated New Mexico HIV Community Planning and Action Group (CPAG).

Organizations selected to deliver HIV prevention activities under this RFP must apply for at least two (2) but no more than four (4) of the fundable activities listed above. All organizations that are awarded funding will must provide **Activity 1 – Testing**. All organizations that are awarded funding also must deliver either **Activity 2 – Prevention for Positives** and/or **Activity 3 – Prevention for Negatives**. Awards will also be limited as follows:

- At most three (3) providers will be funded for **Activity 4 - PrEP Navigation**.
- Only one (1) provider will be funded for **Activity 5 – Recruitment**. Other applicants may engage in recruitment via social media, but this must be incorporated into their unit rates for other activities.
- Only one (1) provider will be funded for **Activity 6 – CPAG**.

Distribution of condoms, lubricants and other safer sex supplies shall be offered as part of all other interventions and activities, but will not be funded as a stand-alone service.

Integration of STD, Hepatitis and Harm Reduction information and referrals is expected of all Offerors. However, STD, Hepatitis and Harm Reduction activities will not be funded as distinct or stand-alone interventions.

Delivery of these professional services must comply with the following requirements, which will be included in the scopes of work of any contracts awarded through this RFP.

- 1) Comply with policies and expectations of the Department’s HIV Prevention Program and federal Centers for Disease Prevention and Control (CDC) in the provision of Human Immunodeficiency Virus (HIV) counseling, testing and referral services (CTRS), including:
 - a) Ensure that all staff and volunteers delivering HIV counseling, testing and referral services (CTRS) have been trained and certified by the Department’s HIV Prevention Program, prior to providing this service, by completing the Fundamentals of HIV/Hepatitis Testing and Counseling course and any required re-certification trainings.
 - b) Comply with guidance from the HIV Prevention Program in utilizing state-of-the-art technology for point-of-care and conventional lab-based HIV testing.

- c) Contribute to identifying newly diagnosed individuals by striving to meet the statewide target that 0.5% of all persons tested are newly diagnosed positive results. This means that the organization should find at least one positive for every 200 tests conducted. Utilize outreach and recruitment strategies to test persons at highest risk to achieve this goal. This shall include client recruitment via Social Network Strategies (SNS).
 - d) Promote enrollment into HIV care and support services and linkage with HIV providers for living with HIV. This shall be done by encouraging individuals to learn about their HIV status, promoting and referring clients to HIV testing and partner services (PS) activities, informing program participants about available HIV care and support services, and promoting entry to care for persons who know of their HIV infection but are not currently receiving medical care.
- 2) Comply with policies and expectations of the HIV Prevention Program and CDC in the provision of evidence-based and effective HIV prevention strategies designed to reduce risk behaviors among persons living with HIV and those at greatest risk, including:
- a) Deliver interventions only to prioritized populations who are at greatest risk for acquiring or transmitting HIV. Comply with priorities for target populations and prevention strategies described in the *New Mexico Integrated HIV Prevention and Services Plan: 2016 – 2020* (available online at www.nmcpag.org), through the provision of effective HIV prevention interventions that are prioritized within this plan.
 - b) For all intensive, multi-session group level interventions including models such as Healthy Relationships and Many Men, Many Voices (3MV), report client-level information using forms provided by the HIV Prevention Program. This will include a behavioral risk profile completed for each client who is enrolled in the intervention.
 - c) For all less intensive or single-session contacts such as outreach, recruitment, community-level interventions and single-session group interventions such as the VOICES/VOCES model, report summary information using contact logs and other forms provided by the HIV Prevention Program.
 - d) Upon request from the HIV Prevention Program, provide a monthly schedule of HIV prevention interventions and programs.
 - e) Upon request from the HIV Prevention Program, provide additional detail about program implementation including information on each program model and intervention delivered such as content, location, date and time, staffing, materials used, evidence-base and referrals provided to clients.
 - f) Deliver evidence-based interventions according to their intended design, including provision of all defined “core elements”, at minimum. Contractor is expected to tailor interventions, as allowable, to be culturally appropriate for their at-risk target populations. Evidence-based HIV prevention models that are part of the Centers for Disease Control and Prevention’s (CDC) Diffusion of Evidence Based Interventions (DEBI) process must be delivered only by

staff and volunteers who have successfully completed CDC-approved training in these models.

- g) Deliver evidence-based interventions with the intended intensity and number of participants. This includes providing the number of hours and units of service described in the DEBI or other model, although the timing of sessions may be modified as a program adaptation. However, such adaptations such as delivering a multi-session series in a single weekend, must be approved by the HIV Prevention Program. For interventions delivered to groups, ensure that the minimum group size is met (i.e. typically at least 6-8 participants in each session unless specified otherwise in the contract deliverables). At least 75% of all participants must complete the full duration of the intervention.
- h) Client navigation to PrEP must focus on clients at greatest risk of HIV infection based on epidemiology for the region, typically just gay/bisexual men with a focus on younger men of color, other men who have sex with men (MSM), and transgender individuals with male sexual partners.

Payment for all work under contracts resulting from this RFP will be based on provision of deliverables. Deliverables budgets will follow the format provided in Appendix F.

Funding will not be awarded for research projects. Lobbying activities are not allowable under this procurement.

Contracts awarded via this RFP shall become effective upon approval of the Department of Finance and Administration (DFA), on or about July 1, 2020. They shall continue for up to a four-year period ending June 30, 2024 at the discretion of NMDOH, contingent upon sufficient funding and satisfactory Scope of Work performance.

D. Procurement Manager

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

Andrew Gans, MPH
HIV, STD and Hepatitis Section Manager
PHD, IDB, HIV Prevention Program
1190 S. St Francis Drive, Room S1302
Santa Fe, NM 87502
(505) 476-3624
andrew.gans@state.nm.us

All deliveries via express carrier should be addressed as follows.

Andrew Gans, MPH
PHD, IDB, HIV Prevention Program
1190 S. St Francis Drive, Room S1302
Santa Fe, NM 87502

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Department. **Protests of the solicitation or award must be delivered by mail to the Department’s Administrative Services Division (ASD).** ONLY protests delivered directly to the ASD in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

Administrative Services Division
1190 St. Francis Drive
Santa Fe, NM 87502

D. Definition of Terminology

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

“**Agency**” or “**NMDOH**” means the Department of Health for the State of New Mexico.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. Sequence of Events

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

Step	Action	Responsible Party	Date
1	Issue RFP	Agency	Friday, February 28, 2020
2	Pre-Proposal Conference	Agency	Friday, March 6, 2020 1:30 – 3:00
3	Intent to Submit	Potential Offerors	Wednesday, March 11, 2020
4	Deadline to Submit Written Questions	Potential Offerors	Wednesday, March 11, 2020
5	Response to Written Questions/ RFP Amendments	Agency	Wednesday, March 18, 2020
6	Submission of Proposal	Potential Offerors	Thursday, April 2, 2020 by 3:00 pm MDT
7	Proposal Evaluation	Evaluation Committee	April 2 – 27, 2020
8	Selection of Finalists	Evaluation Committee	Tuesday, April 28, 2020
9	Finalize Contractual Agreements	Agency	Upon approval of DFA
10	Contract Awards	Agency, Offeror	Upon approval of DFA
11	Protest Deadline	Offeror	15 days following Contract Award

B. Explanation of Events

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

1. Issue RFP

This RFP is being issued on behalf of the New Mexico Department of Health, HIV Prevention Program on **Friday, February 28, 2020**.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Appendix A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MDT on Wednesday, March 11, 2020.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. **Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in the sequence of events beginning at **1:30 pm MST on Friday, March 6, 2020**. The meeting will be held at the Bank of the West Tower, 5301 Central Avenue NE, Albuquerque, NM 87108. The tower is at the corner of San Mateo Boulevard and Central Avenue. The meeting will be on the 2nd floor in the Executive Conference Room.

Potential Offerors may also attend this meeting via Skype conference call. The phone number is: **1-866-757-5788, code 847 920 2103 #**

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

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **3:00 PM MDT on Wednesday, March 11, 2020** as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in *Section I, Paragraph D*. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. **Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on or before **Wednesday, March 18, 2020** to all potential Offerors whose organization name appears on the procurement distribution list.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **THREE O'CLOCK (3:00) PM MOUNTAIN DAYLIGHT TIME (MDT) ON THURSDAY, APRIL 2, 2020**. 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. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP HIVPrev2000-1. Proposals submitted by facsimile, email 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 NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. **Proposal Evaluation**

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

8. **Selection of Finalists**

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

9. **Best and Final Offers**

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

10. **Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

11. **Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual

agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. **Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in *Section II. A., Sequence of Events* or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and NMDOH, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

13. **Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the ASD in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Central Purchasing Office
Administrative Services Division (ASD)
New Mexico Department of Health
1190 S. St. Francis Drive, Suite N3250
Santa Fe, NM 87505

Protests received after the deadline will not be accepted.

C. **General Requirements**

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

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

2. **Incurring Cost**

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

3. **Prime Contractor Responsibility**

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

4. **Subcontractors/Consent**

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

5. **Amended Proposals**

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

6. **Offeror's Rights to Withdraw Proposal**

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

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

7. **Proposal Offer Firm**

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

8. **Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - (1) confidential financial information concerning the Offeror's organization;
 - (2) and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - (3) PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

9. **No Obligation**

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

10. **Termination**

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

11. **Sufficient Appropriation**

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

12. **Legal Review**

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

13. **Governing Law**

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

14. **Basis for Proposal**

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

15. **Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract in 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 to apply under this RFP. Individuals working as sole proprietors are not eligible to apply.

Applicant qualifications and experience must include all of the following:

- a) Offerors must have, or be willing to obtain, a current New Mexico tax identification number from the New Mexico Taxation and Revenue Department.
- b) Regardless of the Offeror's business status, each Offeror must document their capacity to provide the services described in each service category, and where applicable, provide copies of diplomas, transcripts, certificates, licenses and other documentation substantiating their credentials.
- c) The organization must have policies and procedures which assure that no person in the State of New Mexico shall, on the grounds of race, color, national origin, gender or gender identity, sexual orientation, age, handicap or disability, medical condition, or religion will be excluded from employment with, participation in, denied the benefit of service, or be otherwise subjected to discrimination under any program or activity performed as a result of a contract entered into pursuant to this RFP.
- d) If the Offeror is a 501(c)(3) non-profit organization, then provide a copy of the organization's Internal Revenue Service Determination letter, a copy of the agency's by-laws and Articles of Incorporation in the appropriate Appendix section.
- e) Preference will be given to Offerors who demonstrate the following:
 - With experience in provision of these services on behalf of NMDOH in the past with satisfactory performance during a previous contract period.
 - With governing and/or advisory board members who are residents of the area served by the organization and representative of the social, economic, linguistic, and racial target populations.

f) Offerors must demonstrate a significant track record in delivering high-quality, evidence-based HIV prevention strategies to the persons at greatest risk of HIV infection. This can be done by demonstrating fulfilling all three (3) of the following criteria of experience during the contract period of state fiscal year (SFY) 2017 – SFY 2019, which is the period of July 1, 2016 through June 30, 2019.

1) Delivered targeted HIV counseling, testing and referral services (CTRS) targeting populations at greatest risk of HIV infection.

AND

2) Through targeted CTRS services, identified at least one newly-identified, confirmed HIV-positive test result. This test and result must have been reported within the same calendar year to the NMDOH HIV Prevention Program via the required “HIV Testing Data Form”.

AND

3) Delivered at least one evidence-based HIV prevention intervention to either:
a) persons living with HIV (PLWH), and/or
b) Gay/bisexual men and other men who have sex with men (MSM), and/or
c) Transgender persons with male sexual partners.

Evidence-based interventions includes only those HIV prevention models and strategies recognized by CDC as effective, as noted by inclusion in their website of programs (<https://www.cdc.gov/hiv/effective-interventions/index.html>) and/or locally-developed multi-session group interventions with data proving that they lead to reductions in risk behaviors. For the purpose of this criteria, PrEP navigation services including client recruitment and retention are considered an evidence-based HIV prevention intervention.

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. **Right to Waive Minor Irregularities**

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

20. **Change in Contractor Representatives**

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

21. **Notice of Penalties**

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

22. **Agency Rights**

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

23. **Right to Publish**

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

24. **Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. **Confidentiality**

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

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

26. **Electronic mail address required**

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

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

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>.

28. **New Mexico Employees Health Coverage**

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

29. **Campaign Contribution Disclosure Form**

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

30. **Letter of Transmittal**

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

- 1. Identify the submitting business entity.
- 2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

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

31. **Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
1. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. **New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences

must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Any organization wishing to be an Offeror under this RFP may submit only one proposal. Any Offeror may not participate as a sub-contractor in another application submitted by another Offeror under this RFP.

B. Number of Copies

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

Offerors should deliver:

- **Technical Proposals** – One (1) ORIGINAL, eight (8) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
- Proposals containing confidential information **must** be submitted as two separate binders: **Unredacted** version for evaluation purposes
Redacted version (information blacked out and not omitted or removed) for the public file
- **Cost Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. one item with the redacted sections that is separate from one with unredacted sections). **The electronic version can NOT be emailed.** If no items are redacted, the Technical Proposal and Cost Proposal may be submitted on the same electronic tool (i.e. a single CD, DVD or USB).

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

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

C. Proposal Format and Sections

1. Proposal Format

Each proposal shall be:

- typewritten, in Arial or Times New Roman font sized 12 point,
- in black and white, with no color used,
- page numbered sequentially from beginning to end,
- on 8.5 x 11 white paper with 1” margins on all sides including the top/bottom,
- with each copy held together using a removable binder clip or in a 3-hole binder, but not bound or stapled. No fancy binders, covers or tabs are required or encouraged.
- with all attachments provided with every copy submitted, except that only one copy of the audit documents is required.

While single-spacing is allowed, Offerors are encouraged to use formatting that makes the proposal readable.

Offerors should submit each copy in two (2) separate packets. All elements of the Section 5. Proposed Budget should be combined in a single packet and bound together as a stand-alone document, with the words “budget section” on the cover along with the name of the Offeror agency. All other elements of the proposal including all narrative and attachments should be bound together as a second stand-alone document.

Page limits for each section are specified in Section IV. Specifications as well as in the Checklist provided in Appendix D.

Any tables, graphs, or figures included in a narrative section will be counted towards the page limit of that section. No item requested in a given narrative section may be included in an attachment or appendix. Do not attach any additional items that are not specifically requested in this RFP; any such additions will not be shared with the review team.

2. 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.

Section 1.	Letter of Transmittal
Section 2.	Table of Contents
Section 3.	Proposal Summary
Section 4.	Proposal Narrative
Section 5.	Proposal Budget
Section 6.	Required Attachments

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. All discussion of proposed costs, rates or expenses must be provided in the requested budget section.

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

The proposal summary must 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.

IV. SPECIFICATIONS

A. Information

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

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

B. Mandatory Specifications

The purpose and goal of this procurement is to fund HIV Prevention Projects to serve the entire State of New Mexico. Fundable activities to be supported via contracts awarded under this RFP include:

- **Activity 1- Testing:** HIV counseling, testing and referral services (CTRS), including recruitment using SNS
- **Activity 2 – Prevention for Positives:** Evidence-based HIV prevention interventions for persons living with HIV
- **Activity 3 – Prevention for Negatives:** Evidence-based HIV prevention interventions for high-risk negatives, focused on gay/bisexual men, other men who have sex with men (MSM) and transgender individuals with male sexual partners
- **Activity 4 – PrEP Navigation:** Navigation services for HIV Pre-Exposure Prophylaxis (PrEP) that include client recruitment, referral and adherence support
- **Activity 5 – Recruitment:** Statewide recruitment to CTRS, HIV prevention for high-risk negatives and PrEP navigation via social media
- **Activity 6 - CPAG:** Professional health planning and support services for the federally mandated New Mexico HIV Community Planning and Action Group (CPAG).

Organizations selected to deliver HIV prevention activities under this RFP must apply for at least two (2) but no more than four (4) of the fundable activities listed above. All organizations that are awarded funding will must provide **Activity 1 – Testing**. All organizations that are awarded funding also must deliver either **Activity 2 – Prevention for Positives** and/or **Activity 3 – Prevention for Negatives**. Awards will also be limited as follows:

- At most three (3) providers will be funded for **Activity 4 - PrEP Navigation**.
- Only one (1) provider will be funded for **Activity 5 – Recruitment**. Other applicants may engage in recruitment via social media, but this must be incorporated into their unit rates for other activities.
- Only one (1) provider will be funded for **Activity 6 – CPAG**.

Distribution of condoms, lubricants and other safer sex supplies shall be offered as part of all other interventions and activities, but will not be funded as a stand-alone service.

Integration of STD, Hepatitis and Harm Reduction information and referrals is expected of all Offerors. However, STD, Hepatitis and Harm Reduction activities will not be funded as distinct or stand-alone interventions.

C. Proposal Format and Sections

Offerors must respond to the following elements:

Section 1. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. Use the form provided in Appendix H.

Section 2. Table of Contents

Each page of the proposal should be numbered sequentially from beginning to end, including all attachments. Please include a Table of Contents following the Letter of Transmittal.

Section 3. Proposal Summary

A brief summary of the proposed project and services should be included. This should be no more than 300 words in length. The summary must describe how the Offeror meets the minimum qualifications to be eligible under this RFP (see *Section II-C-18* on pages 15-16 of this RFP). This summary should include a listing of all categories of fundable activities that the Offeror is applying to provide.

Section 4. Proposal Narrative

Narrative Section 4a: Organizational Description, Capability and Eligibility

The Organizational Description, Capability and Eligibility section may be up to 3 pages in length. It is worth 30 points.

To be eligible to receive funding under this RFP, Offerors must meet this eligibility criterion. Offerors must demonstrate a significant track record in delivering high-quality, evidence-based HIV prevention strategies to the persons at greatest risk of HIV infection. This can be done by demonstrating fulfilling all three (3) of the following criteria of experience during the contract period of state fiscal year (SFY) 2017 – SFY 2019, which is the period of July 1, 2016 through June 30, 2019.

- 1) Delivered targeted HIV counseling, testing and referral services (CTRS) targeting populations at greatest risk of HIV infection.

AND

2) Through targeted CTRS services, identified at least one newly-identified, confirmed HIV-positive test result. This test and result must have been reported within the same calendar year to the NMDOH HIV Prevention Program via the required “HIV Testing Data Form”.

AND

- 3) Delivered at least one evidence-based HIV prevention intervention to either:
- a) persons living with HIV (PLWH), and/or
 - b) Gay/bisexual men and other men who have sex with men (MSM), and/or
 - c) Transgender persons with male sexual partners.

Evidence-based interventions includes only those HIV prevention models and strategies recognized by CDC as effective, as noted by inclusion in their website of programs (<https://www.cdc.gov/hiv/effective-interventions/index.html>) and/or locally-developed multi-session group interventions with data proving that they lead to reductions in risk behaviors. For the purpose of this criteria, PrEP navigation services including client recruitment and retention are considered an evidence-based HIV prevention intervention.

In addition to documenting that your agency meets these minimum qualifications, please also describe the following about your organization in this section.

- Year of incorporation and year that non-profit 501(c)(3) status was granted, if applicable.
- Size of current organizational operating budget. Note the fiscal year to which this applies.
- Number of members of your Board of Directors/Trustees, their demographics and their particular areas of expertise.
- Number of staff members of the contractor, expressed as full-time equivalents (FTE).
- Number of staff members working in HIV prevention and/or other health education and prevention programs, expressed as FTE.
- Background and qualifications of your Executive Director or CEO.
- Background and qualifications of your Program Manager responsible for HIV prevention activities.
- Experience and performance on prior and current Federal and State contracts. Describe whether any contracts were reduced or cancelled due to performance challenges.
- Overview of contractor programs and services, with an emphasis on health services, health promotion activities and prevention services. Please note any evidence-based models that you incorporate in your service delivery.

This section will be scored in part on the persuasiveness that current Offeror services demonstrate that the Offeror can conduct the requested services in this RFP. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered in verifying the correctness and credibility of the Offeror’s response.

Narrative Section 4b: Proposed Services

The Proposed Services section is worth 45 points, regardless of how many of the following proposed services the Offeror includes. For each of the six fundable activity categories, applicants should

respond to the specific questions regarding their plans. The page limit for this section is the combined limits for each of the service categories for which an organization is offering services.

Organizations selected to deliver HIV prevention activities under this RFP must apply for at least two (2) but no more than four (4) of the fundable activities listed above. All organizations that are awarded funding will receive support to conduct at least two (2) of these activities.

Activity 1- Testing: HIV counseling, testing and referral services (CTRS), including recruitment using SNS

CTRS is a mandatory activity for all Offerors. Please submit up to two (2) pages of narrative for this category of activities.

The NMDOH HIV Prevention Program has set a target that at least 0.5% or 1 out of every 200 tests must be a confirmed, newly diagnosed positive. This ensures that all funded organizations are targeting persons at greatest risk so that their CTRS work has a yield that contributes to reducing the number of undiagnosed persons in the state.

Under this RFP, targeted CTRS will be funded only to reach the following populations at increased risk of HIV infection:

- Gay/bisexual men and other men who have sex with men (MSM).
- Transgender persons, with an emphasis on those with male sexual partners
- Persons with a history of injection drug use (IDU).

Testing for other populations such as heterosexuals at risk (HAR) will not be reimbursed under this RFP.

CTRS activities will be reimbursed at a fixed rate of \$180 per test, and only for tests where there was both pre-test and post-test counseling and delivery of a test result. For non-rapid conventional tests where the client does not return for their results, no reimbursement may be sought. Of the \$180 rate, 2/3 of the total or \$120 per test will be reimbursed following the month in which the test was delivered. The additional 1/3 or \$60 per test will be reimbursed for time periods in which the agency hit the target of finding 0.5% confirmed, newly diagnosed positives.

NMDOH no longer provides any HIV testing supplies (i.e. test kits) to partner organizations. However, the required pre-numbered "HIV Testing Data Form" for tracking clients will still be provided and required. In addition, the Department will continue to cover the cost of laboratory testing by the state's Scientific Laboratory Division for convention and confirmatory HIV testing samples.

In this section of narrative, agencies should make a strong case that they can reach this target. Please cite your history of delivering CTRS in New Mexico, as documented in Appendix E. If your organization has consistently met this target in at least three (3) years, that fact should be noted. If the organization has not achieved this target at all or not consistently, please note your strategies for outreach, promotion and client recruitment to bring clients at the greatest risk into testing. Please note the populations you are targeted, in terms of risk behaviors and other demographic factors.

Please also note the strategies you will be using for promotion, including venues for advertising and/or places where you will conduct community-based outreach testing services.

All agencies are strongly encouraged to incorporate Social Network Strategies (SNS) for client recruitment into CTRS. The plans to implement this model should be described in this narrative.

Include a description of the following in your narrative in this section.

- a) Target population: Groups you intend to serve, including information on risk behaviors and demographics.
- b) Relationship to current services: Expertise in working with the target population and resources your organization has to recruit, access and serve this group in a culturally competent fashion.
- c) Recruitment plan: Strategies and methods to recruit clients who are at risk for HIV and have unknown status.
- d) Key collaborative partners: Note other organizations that will help with key facets of delivering this service, particularly including efforts to recruit and retain those at greatest risk. Highlight how you will avoid duplication and overlap, if that is a relevant issue in the area.

Activity 2 – Prevention for Positives: Evidence-based HIV prevention interventions for persons living with HIV

Applicants wishing to receive funding for HIV prevention interventions for persons living with HIV may submit up to two (2) pages of narrative for this category of activities.

Because recruitment should include venues where persons with HIV are accessing services, this service category is open ONLY to organizations that deliver core HIV services. This includes organizations that provide HIV medical care, and/or those that offer medical and/or non-medical case management specifically to persons living with HIV. Note in the narrative how your organization fits this qualification.

Applicants may propose up to two (2) distinct prevention interventions for this population. Describe the reasons that you have selected each intervention. Highlight reasons why each intervention is effective at achieving risk reduction and behavior change with your target population.

Allowable interventions include only models that are specifically designed to serve persons living with HIV. The following types of evidence-based interventions may be proposed.

- a) those HIV prevention models and strategies recognized by CDC as effective, as noted by inclusion in their website of programs (<https://www.cdc.gov/hiv/effective-interventions/index.html>), including both individual and group-level interventions and both single-session and multi-session group-based interventions, and/or
- b) locally-developed multi-session group interventions with data proving that they lead to reductions in risk behaviors.

For this service category, the emphasis is on persons living with HIV who are likely to transmit HIV to others. Therefore, the focus should be on persons who are not consistently engaged in care and/or do not have a suppressed HIV viral load. In addition, these individuals should have ongoing risk

behaviors such as condom-less vaginal or anal sex with persons who are not HIV infected or have unknown status, and/or sharing of injection equipment. Please describe how you will ensure that the majority of clients served have such risk behaviors. Cite past program data and client risk profiles to document your organization's ability to recruit such clients.

Include a description of the following in your narrative in this section.

- a) Target population: Groups you intend to serve, including information on risk behaviors and demographics.
- b) Problem statement: HIV risk factors and social determinants that impact the population you propose to serve.
- c) Relationship to current services: Expertise in working with the target population and resources your organization has to recruit, access and serve this group in a culturally competent fashion.
- d) Recruitment plan: Strategies and methods to recruit clients living with HIV.
- e) Key collaborative partners: Note other organizations that will help with key facets of delivering this service, particularly including efforts to recruit and retain those at greatest risk. Highlight how you will avoid duplication and overlap, if that is a relevant issue in the area.

Activity 3 – Prevention for Negatives: Evidence-based HIV prevention interventions for high-risk negatives, focused on gay/bisexual men, other men who have sex with men (MSM) and transgender individuals with male sexual partners

Applicants wishing to receive funding for HIV prevention interventions for high-risk negatives may submit up to four (4) pages of narrative for this category of activities.

Applicants may propose up to two (2) distinct prevention interventions for these populations. Describe the reasons that you have selected each intervention. Highlight reasons why each intervention is effective at achieving risk reduction and behavior change with your target population. If any intervention is not included in the CDC list, please highlight the evidence that shows it is effective.

Allowable interventions include only models that are specifically designed to serve the high-risk negative persons allowed in this category. The following types of evidence-based interventions may be proposed.

- a) those HIV prevention models and strategies recognized by CDC as effective, as noted by inclusion in their website of programs (<https://www.cdc.gov/hiv/effective-interventions/index.html>), including both individual and group-level interventions and both single-session and multi-session group-based interventions, and/or
- b) locally-developed multi-session group interventions with data proving that they lead to reductions in risk behaviors.

Less intensive interventions or those without evidence bases will not be funded under this RFP. However, organizations may elect to engage in these activities as strategies to recruit clients. Therefore, this work cannot be billed as separate deliverables but can be incorporated into the proposed unit costs to ensure that client recruitment is effective. Examples of less intensive interventions that will not be funded separately are: individual level interventions (i.e. one-on-one

prevention counseling), community outreach, online outreach, single-session community forums, “HIV 101” or other information workshops and health fairs.

To ensure that HIV prevention for high-risk negatives targets those at greatest risk of HIV infection, these interventions can only be proposed if they serve the following populations that account for the majority of new HIV infections in New Mexico.

- Gay/bisexual men and/or other men who have sex with men (MSM). A focus on Hispanic, African American and/or American Indian men is preferable. A focus on younger persons under age 40 is preferable.
- Transgender persons who have male sexual partners. A focus on Hispanic, African American and/or American Indian individuals is preferable.

In addition, these individuals should have ongoing risk behaviors such as condom-less vaginal or anal sex with persons who are HIV infected or have unknown status, and/or sharing of injection equipment. Please describe how you will ensure that the majority of clients served have such risk behaviors. Cite past program data and client risk profiles to document your organization’s ability to recruit such clients.

Include a description of the following in your narrative in this section.

- a) Target population: Groups you intend to serve, including information on risk behaviors and demographics.
- b) Problem statement: HIV risk factors and social determinants that impact the population you propose to serve.
- c) Relationship to current services: Expertise in working with the target population and resources your organization has to recruit, access and serve this group in a culturally competent fashion.
- d) Recruitment plan: Strategies and methods to recruit clients who are at risk for HIV, have unknown status, or are persons living with HIV who have ongoing risks.
- e) Key collaborative partners: Note other organizations that will help with key facets of delivering this service, particularly including efforts to recruit and retain those at greatest risk. Highlight how you will avoid duplication and overlap, if that is a relevant issue in the area.

Activity 4 – PrEP Navigation: Navigation services for HIV Pre-Exposure Prophylaxis (PrEP) that include client recruitment, referral and adherence support

Applicants wishing to receive funding for PrEP navigation may submit up to two (2) pages of narrative for this category of activities.

NMDOH will fund each PrEP navigation project at a level of up to \$40,000 per year. Activities to be incorporated into this category include recruitment and linkage to PrEP for persons who have not previously used this service, as well as retention and adherence support for persons who have started on PrEP. Each funded navigation project is expected to identify and recruit at least thirty (30) new clients per year, in addition to those helped to continue PrEP.

Please describe the following in your narrative:

- a) Profile of clients that you feel are at greatest risk and are the best candidates for PrEP.
- b) Strategies for recruiting these individuals into your PrEP education and referral program.
- c) Strategies for facilitating their access to a clinician who is an expert provider of PrEP.
- d) Strategies to provide education and adherence counseling to ensure they are still utilizing PrEP for six months after the initial start on medication.
- e) Method of documenting and reporting client recruitment and retention to the Department, including information to be reported.

Activity 5 – Recruitment: Statewide recruitment to CTRS, HIV prevention for high-risk negatives and PrEP navigation via social media

Applicants wishing to receive funding for client recruitment via statewide social media efforts may submit up to two (2) pages of narrative for this category of activities.

The maximum amount that will be awarded in fundable activity category 5: Statewide social media is \$20,000.

Social media efforts should be designed to recruit clients into the other fundable activities under this RFP. They should focus on recruiting clients from all parts of New Mexico. Referrals should be made to any and all appropriate providers of HIV prevention and STD services, not just the organization. Information should include references and referrals to the www.nmhivguide.org resource guide site.

Social media should focus on the populations at greatest risk.

- Gay/bisexual men and/or other men who have sex with men (MSM). A focus on Hispanic, African American and/or American Indian men is preferable. A focus on younger persons under age 40 is preferable.
- Transgender persons who have male sexual partners. A focus on Hispanic, African American and/or American Indian individuals is preferable.
- Other persons who are already living with HIV.

To reach persons with ongoing risk behaviors, social media should primarily focus on adult-oriented and dating web sites, social media platforms and phone “apps” that are used to meet sexual partners.

Please describe the following in your narrative:

- a) Profile of clients that will be targeted.
- b) Specific venues for placement of advertising (i.e. name specific sites or apps and the justification or their use).
- c) Types of advertising such as banners, pop-ups or other types.
- d) Organizational expertise with specific internet venues or platforms, including for similar health-related worked.

Activity 6 - CPAG: Professional health planning and support services for the federally mandated New Mexico HIV Community Planning and Action Group (CPAG).

Applicants wishing to receive funding for professional health planning for CPAG may submit up to one (1) page of narrative for this category of activities.

The maximum amount that will be awarded in fundable activity category 6: Health planning for CPAG is \$21,000. This includes any overhead or administrative costs or fees.

Please describe the professional health planning and support services that you will provide. Note the cost of each proposed activity. Describe your organization's capacity, experience and expertise in supporting similar health planning and/or community-based bodies similar to CPAG.

Section 5. Proposal Budget

There is no page limit for the budget section, including the Proposed Staffing, Line Item Budget and Budget Justification. Each of these three sections is worth 5 points, for a possible total of 15 points.

Budget Section 5a: Proposed Staffing

Describe the proposed staffing to be funded in support of this proposal. Provide a brief job description for each position, the amount of time to be devoted to the project and the rate of pay for each position. Indicate how these new positions fit into the organizational chart.

For each incumbent who will be part of or directly manage the prevention team, describe any experience in HIV prevention, testing or care services. You may also describe related experience in health education, counseling or social work.

Budget Section 5b and 5c: Line Item Budget and Budget Justification

Reimbursement under any contract resulting from this RFP will be based on deliverables. Please complete the template for the Deliverables budget provided in Appendix F.

The proposal must include a detailed line-item 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. Offerors with current contracts must explain the reasons for any increases over the current budget, the proposed amounts of those increases, and their programmatic justifications. While contracts results from this RFP will not be reimbursed based on line item costs, the line item budget justification must have a total that exactly matches the amount requested in the deliverables budget.

Sub-contracting with other organizations is not allowed under this RFP.

Offerors may propose up to \$2,500 total in purchases of equipment, such as computers. No funds may be used for acquisition or remodeling of buildings, nor may it be used for purchase of vehicles. Please use the sample budget format in Appendix G in preparing your Line Item Budget. You may modify this table to fit your actual costs, as long as calculations are offered for all proposed line items.

Attachment 4: Audit

If the total compensation included in the proposal exceeds \$50,000, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. If the Offeror cannot meet this requirement, an explanation and a plan of action may be acceptable. Please include only one (1) copy of these documents attached to the original copy of your proposal.

Section 6. Required Attachments

The completeness of the proposal will be scored, and is worth up to 5 points.

Evaluation will be based on receipt and completeness of all attachments prescribed on the Checklist (see Appendix D). This scoring segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors. Offerors are expected to include the completed Checklist in their proposals.

Clarity, conciseness, and specificity of the attachments will be considered in the scoring. The degree to which the proposal is responsive to all sections of the Request for Proposals will be scored. Enough information must be presented for NMDOH to make a complete evaluation of the proposal.

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. Organizational Description/Capability	30
2. Proposed Services	45
3. Proposed Staffing	5
4. Deliverables Budget	5
5. Line Item Budget	5
6. Budget Justification	5
7. Completeness	5
TOTAL	100

B. 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.8.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
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 offers are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The offer(s) 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.

Appendix A: Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS HIV Prevention Projects

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 H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **Wednesday, March 11, 2020**. 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 written responses to those questions as well as RFP amendments, if any are issued.

NAME: _____

ORGANIZATION: _____

PHONE NUMBER: _____

E-MAIL: _____

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.

Return to the Procurement Manager via email, fax or mail, as follows:

Andrew Gans, MPH
HIV, STD and Hepatitis Section Manager
1190 S. St Francis Drive, Room S1302
Santa Fe, NM 87502
(505) 476-3624
fax: (505) 827-2862
andrew.gans@state.nm.us

Appendix B: Sample Contract Terms and Conditions

STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “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.

The Contractor shall perform the following work:

- 1) Comply with policies and expectations of the Department’s HIV Prevention Program and federal Centers for Disease Prevention and Control (CDC) in the provision of Human Immunodeficiency Virus (HIV) counseling, testing and referral services (CTRS), including:
 - a) Ensure that all staff and volunteers delivering HIV counseling, testing and referral services (CTRS) have been trained and certified by the Department’s HIV Prevention Program, prior to providing this service, by completing the Fundamentals of HIV/Hepatitis Testing and Counseling course and any required re-certification trainings.
 - b) Comply with guidance from the HIV Prevention Program in utilizing state-of-the-art technology for point-of-care and conventional lab-based HIV testing.
 - c) Contribute to identifying newly diagnosed individuals by striving to meet the statewide target that 0.5% of all persons tested are newly diagnosed positive results. This means that the organization should find at least one positive for every 200 tests conducted. Utilize outreach and recruitment strategies to test persons at highest risk to achieve this goal. This shall include client recruitment via Social Network Strategies (SNS).
 - d) Promote enrollment into HIV care and support services and linkage with HIV providers for living with HIV. This shall be done by encouraging individuals to learn about their HIV status, promoting and referring clients to HIV testing and partner services (PS) activities, informing program participants about available HIV care and support services, and promoting entry to care for persons who know of their HIV infection but are not currently receiving medical care.
- 2) Comply with policies and expectations of the HIV Prevention Program and CDC in the provision of evidence-based and effective HIV prevention strategies designed to reduce risk behaviors among persons living with HIV and those at greatest risk, including:

- a) Deliver interventions only to prioritized populations who are at greatest risk for acquiring or transmitting HIV. Comply with priorities for target populations and prevention strategies described in the *New Mexico Integrated HIV Prevention and Services Plan: 2016 – 2020* (available online at www.nmcpag.org), through the provision of effective HIV prevention interventions that are prioritized within this plan.
- b) For all intensive, multi-session group level interventions including models such as Healthy Relationships and Many Men, Many Voices (3MV), report client-level information using forms provided by the HIV Prevention Program. This will include a behavioral risk profile completed for each client who is enrolled in the intervention.
- c) For all less intensive or single-session contacts such as outreach, recruitment, community-level interventions and single-session group interventions such as the VOICES/VOCES model, report summary information using contact logs and other forms provided by the HIV Prevention Program.
- d) Upon request from the HIV Prevention Program, provide a monthly schedule of HIV prevention interventions and programs.
- e) Upon request from the HIV Prevention Program, provide additional detail about program implementation including information on each program model and intervention delivered such as content, location, date and time, staffing, materials used, evidence-base and referrals provided to clients.
- f) Deliver evidence-based interventions according to their intended design, including provision of all defined “core elements”, at minimum. Contractor is expected to tailor interventions, as allowable, to be culturally appropriate for their at-risk target populations. Evidence-based HIV prevention models that are part of the Centers for Disease Control and Prevention’s (CDC) Diffusion of Evidence Based Interventions (DEBI) process must be delivered only by staff and volunteers who have successfully completed CDC-approved training in these models.
- g) Deliver evidence-based interventions with the intended intensity and number of participants. This includes providing the number of hours and units of service described in the DEBI or other model, although the timing of sessions may be modified as a program adaptation. However, such adaptations such as delivering a multi-session series in a single weekend, must be approved by the HIV Prevention Program. For interventions delivered to groups, ensure that the minimum group size is met (i.e. typically at least 6-8 participants in each session unless specified otherwise in the contract deliverables). At least 75% of all participants must complete the full duration of the intervention.
- h) Client navigation to PrEP must focus on clients at greatest risk of HIV infection based on epidemiology for the region, typically just gay/bisexual men with a focus on younger men of color, other men who have sex with men (MSM), and transgender individuals with male sexual partners.

- 3) Comply with policies and expectations of the HIV Prevention Program and CDC in the delivery of all activities related to HIV prevention, including:
- a) Carry out services throughout the contract term. A proportional number of interventions shall be delivered in each fiscal quarter during each contract year, unless a different schedule is approved by the Department's HIV Prevention Program. Contractors must expend one-half of the total annual award in each 6-month period of each contract year (January through June and July through December).
 - b) Provide required data reports on a monthly basis. Such reports shall accompany monthly invoices. Data reports shall use forms provided and required by the Department's HIV Prevention Program to report interventions, units of service, client demographics, and other required information. These forms may be revised based on requirements of the CDC and other program funders.
 - c) Submit invoices and reports for each month of service by the 10th day of the following month. Invoices not received by the Department's HIV Prevention Program by this date may not be processed until the following month. Any invoices not submitted monthly according to this timeline may not be paid.
 - d) Assure that in addition to monthly reporting, a brief mid-year narrative report will be submitted on January 15th which is 15 days after the mid-point of each contract year. This report shall describe 1) key program successes and accomplishments during the period, 2) key program barriers and challenges, 3) staffing changes and training received, and 4) needs for training or technical assistance from the Department's HIV Prevention Program.
 - e) Agree to comply with and provide data needed for any statewide or agency-level process or outcome monitoring of the program conducted by the Department's HIV Prevention Program. Contractor will also implement its own outcome monitoring plan and processes, as approved by the Department's HIV Prevention Program.
 - f) Integrate and incorporate information on hepatitis A, B and C, sexually transmitted diseases (STD) and harm reduction into HIV prevention interventions, as appropriate for the target populations being served. Provide referrals to prevention and care services for these health issues, as needed by clients.
 - g) Ensure that interventions match statewide priorities and that programs are complementary rather than duplicative in each public health region by assigning one or more staff to attend and participate in statewide and/or regional meetings of the New Mexico HIV Community Planning and Action Group (CPAG).
 - h) Collaborate and cooperate with staff of the Department's Regional Disease Prevention Team (DPT) in their service area, as well as other funded agencies that are delivering HIV prevention interventions. Such collaboration shall avoid duplication of services and enhance delivery of interventions. This will ensure that HIV prevention interventions are integrated with HIV, hepatitis, and STD screening, testing and vaccination, when feasible and appropriate.

- i) Submit non-confidential portions of the minutes of their Board of Directors or other governing body to the Department's HIV Prevention Program, upon request.
- j) Identify the Department in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under the Scope of Work or through the budget of this Contract. The Department's logo will be used only as provided and only with permission. Materials citing the Department must receive prior written approval from the HIV Prevention Program and/or Department's Public Information Officer (PIO).
- k) Comply with CDC requirements for Materials Review (available at: www.cdc.gov/od/pgo/forms/hiv.htm) for any materials developed for public or media distribution that include any HIV prevention or education information or messaging. This will include but not be limited to advertising or media campaigns; pamphlets, brochures, or educational materials; public service announcements; social media banners, advertisements or profiles; or any other educational materials to be seen by the public. These must be submitted to the Department's HIV Prevention Program Materials Review Committee for approval prior to finalization and distribution. Approval will be guided by CDC Basic Principles (set forth in 57 Federal Register 6742) and community norms. All Contractor web sites containing HIV educational material subject to CDC guidelines must contain a CDC-mandated Notice, such as: "This site contains HIV prevention messages that may not be appropriate for all audiences." Compliance with Materials Review includes ensuring that materials are submitted to the HIV Prevention Program and that approval is provided, prior to any materials being distributed to clients or the community.
- l) Ensure diversity of programs and structure. This shall include assurance that programs meet the federal cultural and linguistic access standards (CLAS), available at: <http://www.omhrc.gov/assets/pdf/checked/executive.pdf>, to better serve the target population. Contractor shall maintain or build Board diversity.
- m) Participate in and comply with monitoring and evaluation activities by the Department's HIV Prevention Program. Performance will be monitored through periodic on-site work reviews, review of data reports and scheduled consultations with the Department's HIV Prevention Program. Contractor shall be available for site visits to the Contractor's offices/facilities by duly authorized Department staff to examine the Contractor's operation and records. This may include direct observation of HIV prevention interventions being delivered, either during site visits or on a random basis.
- 4) Prepare and submit a final end-of-fiscal-year report to the HIV Prevention Program no later than 30 days after the end of each contract year. This report shall include a narrative summary of overall program successes, including responses to the Program Performance Measure stated below.
- 5) CONTRACTOR shall deliver activities that substantially contribute to achievement of the following statewide Performance Measures of the HIV Prevention Program:

a) Population Performance Measure

Number of HIV prevention counseling, testing, and referral services (CTRS) sessions for people at high risk of HIV infection.

FY21-24 Target: 9,000 HIV CTRS sessions

b) Program Performance Measure

i) How much did we do:

Number of conventional HIV tests and number of rapid HIV tests performed during the contract year.

ii) How well did we do it:

Number and proportion of tests that had pre-test and post-test counseling in compliance with HIV Prevention Program guidelines and training.

iii) Is anyone better off:

Number and proportion of newly identified HIV-positive test results among all tests.

2. Compensation.

A.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FY21, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FY22, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FY23, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FY24, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable.

The total amount payable to the Contractor under this agreement shall not exceed (AMOUNT).

These amounts are 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 FY21, FY22, FY23, and FY24 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 which 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, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no agreement term for a professional services agreement, 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 AGREEMENT, 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 agreement, 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 agreement 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 agreement 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 agreement 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.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and

laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

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

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

public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this agreement;

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this 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 agreement 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. These annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant. 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 includes the Contractor retaining its financial records for a period of five years after the time the audit was released. If the Contractor receives more than \$750,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare

C. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

D. 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

E. 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 agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the agreement, 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 agreements between Contractor and the State exceed \$250,000 dollars.

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

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

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 agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements 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 agreements up to one (1) year in duration. For agreements 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 agreement 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 agreement, whichever comes first. Should contractor not meet the size requirement for reporting at agreement 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 agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at agreement 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 agreement 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:

[insert name, address and email].

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 agreement.

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~~ and general liability insurance, as required, 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 Agreements.

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 agreement, 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 agreement, 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 agreement, 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 agreements 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:
 - i. CFDA Number – 93.940
 - ii. Program Title – New Mexico Integrated HIV Prevention and Surveillance Program
 - iii. AGENCY/OFFICE – Centers for Disease Control and Prevention (CDC)
 - iv. GRANT NUMBER – NU62PS924535
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is tbd

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 agreements 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 agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement 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 agreement, 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 agreements 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.

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.

Appendix C: Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Appendix D: Proposal Checklist

Please use this checklist when preparing and assembling your proposal. All items must be included in the order presented in this Checklist, and labeled with the titles noted below. Please also include the Checklist as Attachment 5.

Check all items included in proposal.	Item and Title	Page Limit	Points under Weighted Criteria	Page Number in Proposal
	Section 1. Letter of Transmittal	n/a	0 points	
	Section 2. Table of Contents	n/a	0 points	
	Section 3. Proposal Summary	300 words	0 points	
	Section 4a. Organizational Description, Capability and Eligibility	3 pages	30 points	
	Section 4b. Proposed Services	6 pages	45 points	
	Section 5a. Proposed Staffing	n/a	5 points	
	Section 5b. Deliverables Budget	n/a	5 points	
	Section 5c. Line Item Budget	n/a	5 points	
	Section 5d. Budget Justification	n/a	5 points	
	Attachment 1. Board of Directors List	n/a	0 points	
	Attachment 2. Proof of Non-Profit Status <i>Copy of proof of registration with the NM Department of Taxation and Revenue for the payment of gross receipts tax <u>or</u> proof of the grant of an exemption from payment of federal income tax pursuant to Section 501 (c)(3).</i>	n/a	0 points	
	Attachment 3. Federal Tax ID <i>Attach a copy of your Federal W-9 form.</i>	n/a	0 points	

Check all items included in proposal.	Item and Title	Page Limit	Points under Weighted Criteria	Page Number in Proposal
	<p>Attachment 4. Agency Audit</p> <p><i>Note: only one copy is required, to be attached to the original application</i></p> <p><i>Most recent financial statement, audit report, and management letter comments. If not available, an explanation and plan of action to meet this requirement. This applies only to proposals, which exceed \$50,000, excluding gross receipts taxes.</i></p>	n/a	0 points	
	<p>Attachment 5. Checklist and Completeness</p> <p><i>Please include a copy of this checklist. Your proposal will be scored based on completeness, using this checklist as a guide.</i></p>	n/a	5 points	

Notes:

- Letters of support or collaboration are not expected or required.
- All proposal contents must be provided with the original application and all eight (8) copies, except **Attachment 4. Agency Audit**.

Appendix E: Agency Eligibility Form

To be eligible to receive funding under this RFP, Offerors must meet this eligibility criterion. Offerors must demonstrate a significant track record in delivering high-quality, evidence-based HIV prevention strategies to the persons at greatest risk of HIV infection. This can be done by demonstrating fulfilling all three (3) of the following criteria of experience during the contract period of state fiscal year (SFY) 2017 – SFY 2019, which is the period of July 1, 2016 through June 30, 2019.

Use the following table to demonstrate each of these qualifications. This form can be replicated in another format if the headings are included. Offerors may add further information that strengthens the demonstration of qualifications.

1) Delivered targeted HIV counseling, testing and referral services (CTRS) targeting populations at greatest risk of HIV infection.

Time period	Total number of targeted HIV tests for gay/bisexual men or other men who have sex with men (MSM)	Total number of targeted HIV tests for transgender persons with male sexual partners	Total number of targeted HIV tests for persons with a history of injection drug use (IDU)	Other information about testing

2) Through targeted CTRS services, identified at least one newly-identified, confirmed HIV-positive test result. This test and result must have been reported within the same calendar year to the NMDOH HIV Prevention Program via the required “HIV Testing Data Form”.

Month and year of test	Number on HIV Testing Data Form	Test result was a newly-identified, confirmed HIV positive	Risk group of client

- 3) Delivered at least one evidence-based HIV prevention intervention to either:**
- a) persons living with HIV (PLWH), and/or**
 - b) Gay/bisexual men and other men who have sex with men (MSM), and/or**
 - c) Transgender persons with male sexual partners.**

Evidence-based interventions includes only those HIV prevention models and strategies recognized by CDC as effective, as noted by inclusion in their website of programs (<https://www.cdc.gov/hiv/effective-interventions/index.html>) and/or locally-developed multi-session group interventions with data proving that they lead to reductions in risk behaviors. For the purpose of this criteria, PrEP navigation services including client recruitment and retention are considered an evidence-based HIV prevention intervention.

State fiscal (contract) year	Name of evidence-based model *	Target population (PLWH, gay/bisexual or transgender)	Number of repeats (cycles) of the intervention delivered during the contract year	Number of persons served by the intervention during the year

* Note: If a program model is not included in the list of evidence-based models on <https://www.cdc.gov/hiv/effective-interventions/index.html>, please describe the evidence basis here.

Appendix F: Budget Deliverables Form

There is no maximum amount that can be requested in total. The HIV Prevention Program intends to award at least \$50,000 to any Offeror that receives a contract, so applicants are encouraged to submit a proposal for at least that amount.

There is no maximum amount that can be requested for fundable activity categories 1, 2 and 3.

The maximum amount that will be awarded in fundable activity category 4: PrEP is \$40,000.

The maximum amount that will be awarded in fundable activity category 5: Statewide social media is \$20,000.

The maximum amount that will be awarded in fundable activity category 6: Health planning for CPAG is \$21,000.

Activity	Deliverable Rate Calculation	Total Funds Requested for Deliverable
<u>Activity 1 - Testing</u>		
CTRS for Gay/Bisexual Men and Other Men Who Have Sex with Men (MSM)	_____ tests with pre-test and post-test counseling for this population x \$180 per test (includes reimbursement of \$120 per test, plus incentive of \$60 per test IF organization meets the jurisdiction’s seroprevalence target for the period)	
CTRS for Transgender Persons	_____ tests with pre-test and post-test counseling for this population x \$180 per test (includes reimbursement of \$120 per test, plus incentive of \$60 per test IF organization meets the jurisdiction’s seroprevalence target for the period)	
CTRS for Injection Drug Users (IDU)	_____ tests with pre-test and post-test counseling for this population x \$180 per test (includes reimbursement of \$120 per test, plus incentive of \$60 per test IF organization meets the jurisdiction’s seroprevalence target for the period)	
<u>Activity 2 – Prevention for Positives</u>		
DEBI or local intervention name:	_____ cycles of the intervention x _____ sessions per cycle x _____ \$ _____ reimbursement rate per session <i>(Includes costs of client recruitment and retention.)</i>	
DEBI or local intervention name:	_____ cycles of the intervention x _____ sessions per cycle x _____ \$ _____ reimbursement rate per session	
<u>Activity 3 – Prevention for Negatives</u>		
DEBI or local intervention name:	_____ cycles of the intervention x _____ sessions per cycle x _____ \$ _____ reimbursement rate per session <i>(Includes costs of client recruitment and retention.)</i>	
DEBI or local intervention name:	_____ cycles of the intervention x _____ sessions per cycle x _____ \$ _____ reimbursement rate per session	

<u>Activity 4 – PrEP Navigation</u>		
PrEP Navigation	Total budget for PrEP program _____ Number of persons to recruit each year _____ Number of persons receiving support for retention each year _____	
<u>Activity 5 - Recruitment</u>		
Health education messages on HIV prevention and testing	Design and development of health education messages, information and images to be used in social media	
Social media campaign advertising and placement costs	Costs of advertising and placement (give calculation here)	
<u>Activity 6 - CPAG</u>		
Health planning and support for CPAG monthly meetings	10 meetings x _\$_____ cost per meeting for health planning and support	
Health planning and support for CPAG annual summit	1 annual summit x _\$_____ cost for health planning and support	
Administrative fees for health planning summit	Total costs of \$ _____ x administrative fee of _____ %	

Appendix G: Line Item Budget Form

Contracts awarded under this RFP will be reimbursed based on professional services provided and described via negotiated deliverable units and rates. Proposed deliverables and unit costs must be presented using the form in Appendix F.

This line item budget form must support the actual costs that justify these deliverables rates. Therefore, the total amount requested per year on this form must exactly match the total on your form in Appendix F.

LINE ITEM	CALCULATION	TOTAL REQUESTED
OVERHEAD/ADMINISTRATIVE COSTS (Cannot exceed 20% of total request)		
Administrative Personnel <i>(list each position)</i>	<i>(for each position)</i> ____ FTE dedicated to HIV prevention x \$ ____ annual salary x _____ months	
Fringe Benefits for Administrative Personnel	_____ total salary x _____ % fringe rate	
Travel – In State		
Travel – Out of State		
Building Rent		
Equipment <i>(Up to \$2,500 total)</i>		
Other Administrative Costs (audit, finance, phone, internet, utilities, etc.) – list and justify each item on a single line		
DIRECT PROGRAM COSTS (Must account for at least 80% of total request)		
Direct Program Personnel <i>(include any staff who spend at least 75% of their time doing direct HIV prevention work)</i> <i>(list each position)</i>	<i>(for each position)</i> ____ FTE dedicated to HIV prevention x \$ ____ annual salary x _____ months	
Fringe Benefits for Direct Program Personnel	_____ total salary x _____ % fringe rate	

Program Supplies – Condoms, Lube and Other Safer Sex Supplies		
Program Supplies – Educational Materials		
Advertising and social media costs: _____		
Other direct costs for client recruitment: _____ - list and justify each item on a single line		
Direct costs for CPAG health planning and support services: _____		
TOTAL REQUESTED PER YEAR		

Appendix H: Letter of Transmittal Form

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

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

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)