

ISSUED BY

The New Mexico Department of Health  
Public Health Division  
Office of School and Adolescent Health



Suicide Prevention Services

**RFP # 665-18-00001**

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

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose and goal of this procurement is to fund Youth Suicide Prevention Services and Programs. These statewide services must be provided in accordance with applicable federal, state, and local laws.

### B. SUMMARY SCOPE OF WORK

Offerors may respond to one or more of the following four categories for funding:

#### **1. Coalition Building**

OSAH is looking to build a statewide network of youth suicide prevention advocates. To this end, funding is available for local grassroots organizations to build their local prevention efforts and then expand them into a statewide coalition. Environmental prevention strategies must be included as a core activity of the proposed services, and must specifically be addressed in the weighted evaluation factors of the proposal. Examples of environmental strategies include:

- Education and advocacy initiatives that address how communities and governing bodies can collaboratively develop and implement youth suicide prevention policies and procedures.
- Education and advocacy initiatives that address the utilization of policies that govern restricted access to highly lethal means of suicide and increased access to adolescent behavioral healthcare, anti-stigma and health access parity for behavioral health and promoting and advocating for policies to increase access and payment for behavioral health services/supports.
- Promotion of collaboration among those systems involved in the lives of youth, including local juvenile justice and law enforcement, county commissions, tribal councils, city councils, public school administrators, and college and university administrators, behavioral health providers, school based and school linked service providers, and other youth-serving organizations, toward the systematic prevention of youth suicide.

Coalition-driven offerors should refer to best practices in youth suicide prevention, the National Strategy for Suicide Prevention and other applicable research that relates to scientifically defensible coalition activities following a logic model to describe programs and activities.

**All offerors for Coalition-Driven Projects must include the following activities in their proposal:**

- Intentional research-driven strategies targeting known risks for youth suicide in their communities.
- Intentional research-driven strategies targeting known risks for youth suicide in their state.
- A strategic plan for youth suicide awareness and prevention education that includes measurable goals and objectives.
- Education and advocacy approaches that teach how environmental approaches can change

local laws, norms and policies around the access to lethal means of suicide and other environmental strategies that reduce youth suicide; includes the development of materials and resources designed to strengthen general awareness and community connectedness, public service announcements, educational campaigns designed to reduce stigma associated with behavioral health needs.

- Strategies for effective community change focused on building and maintaining a collaborative group of stakeholders committed to working together to inform, organize and evaluate activities. Collaboration across a broad spectrum of agencies, institutions, and groups—from schools to faith-based organizations to health care associations—is a way to ensure that prevention efforts are comprehensive. Such collaboration can also generate greater and more effective attention to suicide prevention than can these groups working alone. Public/private partnerships that evolve from collaboration blend resources and build upon each group's strengths.

## **2. Community Capacity and Workforce Development**

OSAH's commitment to the Zero Suicide Initiative means intensifying the focus on state, county and community level training to prevent suicide. Community Capacity Development must focus on the promotion of individual prevention strategies that increase communities', and/or schools, ability to identify, respond to and prevent youth suicide. Strategies should also lead to a well-trained statewide workforce of health professionals, community advocates and/or school staff. This is accomplished through:

- Statewide efforts to adopt the Zero Suicide Initiative.
- Completing community assets mapping that includes identification of current met and unmet needs.
- Workforce and youth training on early identification of signs of suicide, evidenced or promising youth suicide prevention and intervention programs, peer to peer youth suicide prevention activities, stigma reduction and support for help-seeking behaviors.
- Community education on early identification of signs of suicide, research-based or promising youth suicide prevention and intervention programs, peer to peer youth suicide prevention activities, stigma reduction and support for help-seeking.

**All offerors for Community Capacity Development must include the following activities in their proposal:**

- A strategic plan for workforce and youth training on suicide awareness and prevention that includes measurable goals and outcomes, including but not limited to the At-Risk Program, Question, Persuade and Refer (QPR), and/or Signs of Suicide (SOS).
- Multidisciplinary and youth partnerships in programmatic development and implementation focused on establishing public/private working groups in communities to investigate ways to provide effective behavioral health support for youth in schools and the community.
- Active involvement in community response and recovery team development.

## **3. Crisis Intervention and Response**

In this category, OSAH is focusing its purchase of services toward the provision of research based youth suicide prevention, intervention and post-vention services for adolescents ages 10-24 years old. The primary target populations are parents and adults involved in the lives of youth, and youth

ages 10-24.

This category of funding is intended to purchase the implementation of research-based programs that have demonstrated successful outcomes with adolescents, parents and adults involved in the lives of youth in increasing youth suicide awareness and help-seeking behaviors. The proposed project must use a specific youth focused intervention, and may also add a complementary parental or community member component. The proposed project may also use a comprehensive program that addresses both youth and their families. The youth component of the proposed activity may be community- or school-based, or both. These programs will work in the individual, family, and community domains. The proposal should also specify environmental strategies that will complement these services and that can be implemented in the school or community domain. Programmatic sustainability must be addressed.

**All offerors for Crisis Intervention and Response must include at least one of the following:**

- Offering indirect services, such as suicide prevention talk and/or crisis lines, crisis response and recovery team development and implementation and other community defined services.
- Developing resource linkages that include a description of how resources are utilized and identification of opportunities for increased coordination to identify, respond and prevent youth suicide.
- Peer to Peer education strategies, including the integration of suicide prevention into existing service-based organizations to expand the numbers of individuals who may be reached by preventive interventions.
- Recovery development and implementation activities.
- Gatekeeper development and general suicide prevention awareness training activities.

**4. Advanced Clinical Training**

Creation and formation of clinical training opportunities for youth-serving behavioral health professionals with a specific focus on the treatment of suicidal youth. Clinical training objectives to include culturally responsive evidence based/supported interventions for suicidal individuals with an emphasis on skills development and ongoing clinical support opportunities. Advanced clinical training opportunities to include in-depth strategies for assessment and treatment of suicide risk/associated behaviors in patients presenting in outpatient clinical practice. Training should include individual and family intervention strategies that address complex historical/community/familial trauma.

Training opportunities to address must include:

1. The creation and application of effective safety planning strategies,
2. The incorporation of integrated care strategies and importance of comprehensive treatment planning for suicidal youth, and
3. The complex relationship dynamics of co-occurring disorders and high risk behaviors.

Examples of evidence based/supported training opportunities include but are not limited to:

- Solution Focused Brief Family Therapy
- Dialectical Behavior Therapy Techniques for Suicidal Adolescents
- Cognitive Behavioral Treatment of Adolescent Suicidal Behavior
- Mindfulness Based Stress Reduction

- Narrative Therapy

A one-page abstract summarizing the proposal must be included. (NO POINTS)

C. SCOPE OF PROCUREMENT

The contract shall become effective upon approval of the Department of Finance and Administration (on or about October 15, 2017). The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the Department, pursuant to funding availability and satisfactory service provision, as determined by the Department. In no circumstance shall the contract exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

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

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

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

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

E. DEFINITION OF TERMINOLOGY

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

"Agency" means the New Mexico Department of Health.

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

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

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

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

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

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

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

"Division" means the Public Health Division of the New Mexico Department of Health.

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

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

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

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

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

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

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

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

"Secretary" means the Cabinet Secretary of the New Mexico Department of Health.



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

**F. BACKGROUND INFORMATION**

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

**DEPARTMENT OF HEALTH VISION/MISSION**

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

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

**PUBLIC HEALTH DIVISION MISSION**

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

**G. PROCUREMENT LIBRARY**

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

The library contains information listed below:

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

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue of RFP	Agency	8/7/2017
Distribution List Response	Potential Offerors	8/9/2017
Deadline to Submit Questions	Potential Offerors	8/11/2017
Response to Written Questions/RFP Amendments	Agency	8/14/2017
Submission of Proposal	Offeror	8/30/2017
Proposal Evaluation	Evaluation Committee	9/8/2017
Selection of Finalists	Evaluation Committee	9/8/2017
Best and Final Offers From Finalists	Offeror	9/11/2017
Oral Presentation by Finalists	Offeror	9/11/2017
Finalize Contract	Agency, Offeror	9/15/2017
Contract Award	State Purchasing Agent/DFA	10/15/2017
Protest Deadline	Offeror	10/31/2017

### B. EXPLANATION OF EVENTS

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

#### 1. Issue of RFP

The Agency will issue the RFP on August 7, 2017.

#### 2. Acknowledgement of Receipt

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on August 9, 2017.

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

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

3. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on August 11, 2017. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on August 14, 2017, to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon.

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

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN CLOSE OF BUSINESS ON August 30, 2017. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D, which is as follows:

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

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **OFFICE OF SCHOOL AND ADOLESCENT HEALTH SUICIDE PREVENTION** Request for Proposals. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place September 8, 2017. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

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

8. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by September 11, 2017. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Oral Presentation by Finalists

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

10. Finalize Contract

The contract will be finalized with the most advantageous offerors on or about September 15, 2017. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the Procurement Manager will award the contract on or about October 15, 2017. This date is subject to change at the discretion of the Procurement Manager.

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

The award is subject to DFA approval.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA

1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on October 31, 2017. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager.

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

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements

contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

Should an offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix B, that 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 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.

Pursuant to 13-1-118 NMSA and DFA Rule 2NMAC40.2, all professional services contracts which may involve the aggregate expenditure of more than \$200,000.00 shall be reviewed and approved by the Attorney General and the Department of Finance and Administration prior to execution by the Agency.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected offeror 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.**

Applicant qualifications and experience must include:

- i. Describe your organization's mission/philosophy and purpose in relation to the activities you are proposing, and their relation to the intent of this RFP. Describe any

written agency policies regarding needs assessment, prevention plans, maintenance of prevention service delivery records, evaluation, and cultural competence.

- ii. Describe and provide evidence of your organization's ability to bring together many community groups, advocates, community leaders, and stakeholders to focus efforts and resources on a particular problem. Provide a description of a particularly successful effort in bringing together multiple partners to address one issue, including a description of the intervention or task then implemented. Describe the ultimate success of this effort, and describe the weaknesses and strengths discovered about how you convened this group. What did you learn and how will you effectively bring together a broad and diverse group of strong partners to address the problem focus of this initiative?
- iii. Provide evidence of your organization's management capability and fiscal solvency, as well as your internal management and financial controls, and describe how these are sufficient to implement the proposed initiative and provide accountability.
- iv. Provide a description of your organization's recent history of demonstrated accomplishments in youth suicide prevention, as well as accomplishments working collaboratively with systems and organizations involved in the lives of youth.
- v. Describe your organization's capacity to monitor the ongoing implementation of activities of the initiative and its capability to analyze and report on this data.
- vi. Submit two current letters of reference that provide evidence of previous successful work, community mobilization, collaboration with other prevention organizations and knowledge of suicide prevention.
- vii. Provide assurances that your agency will comply with the Department's General Provisions in Appendix B.
- viii. Identify the principle service delivery personnel, their responsibility in implementation, their experience and expertise working with the target populations and their cultures, their time dedicated to the initiative, their competency in substance abuse or related prevention, and any plan your organization has to support personnel in becoming certified as prevention professionals.

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

19. Right to Waive Minor Irregularities

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



20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

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

25. 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.

26. Use of Electronic Versions of this RFP

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

27. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Appendix G that to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

### III. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

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

1. Proposal Organization

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

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

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

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

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a. identify the submitting organization;
- b. identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d. identify the names, titles and telephone numbers of persons to be contacted for clarification;

- e. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. be signed by the person authorized to contractually obligate the organization; and
- g. acknowledge receipt of any and all amendments to this RFP.

## IV. SPECIFICATIONS

### A. Information

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

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

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

Offerors may respond to one or more of the following four categories for funding:

1. **Coalition Building**
2. **Community Capacity & Workforce Development**
3. **Crisis Intervention and Response**
4. **Advanced Clinical Training**

### B. Mandatory Specifications

1. Abstract

A one-page abstract summarizing the proposal must be included.

2. Statement of Need (Two-page maximum):

The entire proposal, regardless if multiple categories are included, requires only one statement of need. The proposal must contain a problem statement that consists of a clear, concise, specific description of the area to be served under the proposal, and the population, including any special characteristics and all members of the communities of interest to be served. The Offeror should describe the community representation involved in prioritizing needs. The Offeror should include discussion and implications of applicable analyzed health indicators; health needs assessments, identified risk and protective factors and epidemiological studies. Scores will be assigned on the basis of completeness, comprehensiveness, descriptiveness, relevance, and demonstrated understanding of the above.

POSSIBLE POINTS = **10**

3. Coordination of Efforts (Four page maximum):

This solicitation is designed to elicit broad-based initiatives that integrate multiple partners into a coordinated, strategic process. The proposal must include information on the Offeror's

collaborative activities among private and public entities and other local/regional groups including formal and informal working relationships. This explanation must include current relationships and how relationships will be established and/or strengthened in the future. The public's health is best enhanced by working through community partnerships and appropriate policy development. This proposal will be strengthened by explanation of how it fits in with the larger perspective of pursuit of youth suicide prevention across various disciplines.

POSSIBLE POINTS = **10**

4. Approach/Scope of Activities (Ten-page maximum):

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

- i. Describe your proposed program in terms of goals, measurable/quantifiable objectives, and activities.
- ii. Provide a description or logic model on the underlying “program theory” or “program logic” for the initiative.
- iii. Describe how your program will use prevention and/or clinical strategies, advised by the National Strategy for Suicide Prevention and based on best practice.
- iv. Describe how you will address the identified intervening variables, causal factors, and risk and protective factors from the statement of need.
- v. Describe your plan to implement research-based prevention programming.
- vi. Provide a management plan (task/timeline) for the proposed project.
- vii. Describe how the program demonstrates an understanding and relevance to culturally diverse communities in New Mexico.

POSSIBLE POINTS = **35**

5. Performance Monitoring and Program Evaluation (Six-page maximum):

The evaluation of all strategies will be enhanced with a uniform framework to be utilized by all sub-recipients. The structure of this framework consists of categories of qualitative and quantitative measures for process and immediate indicators, for short, mid, and long-term indicators, and for impact indicators, particularly as related to intervening variables, causal factors, and risk and protective factors in communities. Progress toward outcomes would be measured with benchmarks against the qualitative and quantitative measures for the various indicators.

Provide both a process and an outcome evaluation plan for this initiative. Submit copies of

any additional outcome evaluation instruments (these will not count toward the page limit) that may be utilized as they relate directly to the goals and objectives of the proposed prevention plan.

In your plan, address the questions in the three areas identified below (process, immediate and long term outcomes).

Process Monitoring – How are we doing? Offerors are required to submit data about the number of participants, demographic information, frequency and dosage of encounter, etc. What procedures do you have in place to monitor program implementation, and quality of the services or activities? Please describe your plan for collecting and reviewing these data. Successful Offerors will be required to submit a work plan and logic model detailing strategies, person responsible for that portion of the work, expected completion date, and what outcomes are expected from each strategy.

Immediate Outcome Evaluation and Performance Monitoring- How much are we doing? What immediate changes do you expect as a result of your program? Please describe these changes in terms of changes in behavior, decreases in community risk factors increases in protective factors, and changes in intervening variables and causal factors. How will you collect and analyze all relevant immediate outcome data? How will you measure these outcome data? Please include any instruments you plan to use, or those you may be considering at this time, and describe what they will measure.

Long-Term Outcome Evaluation and Performance Monitoring – How do we know if we are better off because of this program?

- i. What are the long-term outcomes you expect as a result of your program activities? Your program must make efforts to impact individual and community-wide indicators. Please describe the community wide indicators you believe can be impacted by your proposed approach. Be sure to relate these outcomes to long-term changes in health and related indicators. How will you collect, analyze, and forward to the funding agency all relevant long-term outcome data? How will you measure these outcome data? Include any instruments you plan to use, or those you may be considering at this time, and describe what they will measure. Please provide a description of how individual and community-wide indicators might over time be collected to demonstrate the expected outcomes, and discuss whether this is a realistic expectation of this initiative, and what resources would be necessary to collect this data.
- ii. Describe who will be responsible for administering the outcome evaluation instruments, data collection and analysis, preparation of quarterly outcome evaluation reports, and the outcome evaluation report.

POSSIBLE POINTS = **20**

6. Offeror Capability (Four page maximum):

- i. Describe your organization's mission/philosophy and purpose in relation to the activities you are proposing, and their relation to the intent of this RFP. Describe any written agency

policies regarding needs assessment, prevention plans, maintenance of prevention service delivery records, evaluation, and cultural competence.

- ii. Describe and provide evidence of your organization's ability to bring together many community groups, advocates, community leaders, and stakeholders to focus efforts and resources on a particular problem. Provide a description of a particularly successful effort in bringing together multiple partners to address one issue, including a description of the intervention or task then implemented. Describe the ultimate success of this effort, and describe the weaknesses and strengths discovered about how you convened this group. What did you learn and how will you effectively bring together a broad and diverse group of strong partners to address the problem focus of this initiative?
- iii. Provide evidence of your organization's management capability and fiscal solvency, as well as your internal management and financial controls, and describe how these are sufficient to implement the proposed initiative and provide accountability.
- iv. Provide a description of your organization's recent history of demonstrated accomplishments in youth suicide prevention, as well as accomplishments working collaboratively with systems and organizations involved in the lives of youth.
- v. Describe your organization's capacity to monitor the ongoing implementation of activities of the initiative and its capability to analyze and report on this data.
- vi. Submit two current letters of reference that provide evidence of previous successful work, community mobilization, collaboration with other prevention organizations and knowledge of substance abuse prevention.
- vii. Provide assurances that your agency will comply with the Department's General Provisions in Appendix B.
- viii. Identify the principle service delivery personnel, their responsibility in implementation, their experience and expertise working with the target populations and their cultures, their time dedicated to the initiative, their competency in substance abuse or related prevention, and any plan your organization has to support personnel in becoming certified as prevention professionals.

POSSIBLE POINTS = **10**

7. Budget/Cost Explanation (Four page maximum):

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

If the total compensation included in the proposal exceeds \$50,000, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. (Not included in the page limit.)

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

POSSIBLE POINTS = **10**

8. Completeness:

This scoring segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors. 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. Clear, concise and specific descriptions of the service area, special population needs, current services, proposed action plan, proposed budget, and budget justification local support (and match, where necessary), and planning. Enough information must be presented for the DIVISION to make a complete evaluation of the proposal. The remainder of the scoring of this section will be based on the comprehensiveness of the entire proposal.

POSSIBLE POINTS = **5**

**C. Other Information**

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



## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

FACTOR	POINTS AVAILABLE
1. Abstract	0
2. Statement of Need	10
3. Coordination of Efforts	10
4. Approach/Scope of Activities	35
5. Performance Monitoring and Program Evaluation	20
6. Offeror Capability	10
7. Budget/Cost Explanation	10
8. Completeness	5
TOTAL	100

### B. EVALUATION FACTORS

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

1. Abstract (0 points)  
Although no points are awarded for the Abstract, the proposal will be deemed incomplete if the summary is not included.
2. Mandatory Specifications
  - a. Statement of Need (10 points)  
Scoring will be based on how well the proposed activities link to local and state goals for suicide prevention.
  - b. Coordination of Efforts (10 points)  
Points will be awarded on how well documented the collaboration and participation of private and public entities in partnership with the offeror are.
  - c. Approach/Scope of Activities (35 points)  
Scoring will be based on how well the activities link to the current population needs.
  - d. Performance Monitoring and Program Evaluation (20 points)  
Scoring will be based on the strength of the proposed evaluation activities.
  - e. Offeror Capability (10 points)  
Points will be awarded based upon an evaluation of each staff experience, proposed feasibility of the activities proposed and the prior success of the offering in implementing similar activities.
  - f. Budget/Cost Explanation (10 points)  
Points will be awarded on the thoroughness and thoughtfulness of the budget and the proposed implementation of the activities presented.
  - g. Completeness (5 points)  
Scoring will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors.

3. Other Information

While this section is not specifically scored, incomplete or missing information may have an impact on the completeness factor

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

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

## **APPENDICES**

## **APPENDIX A**

### **Acknowledgement of Receipt Form**

## REQUESTS FOR PROPOSALS

### POSITIVE YOUTH DEVELOPMENT/ADOLESCENT HEALTH

#### ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on August 9, 2017. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

## **APPENDIX B**

### **Sample Contract Terms and Conditions**

**STATE OF NEW MEXICO  
DEPARTMENT OF HEALTH  
PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_**

THIS CONTRACT 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:

**Coalition Building**

1. Plan, implement and evaluate intentional, research-driven strategies targeting known risks for youth suicide in their communities.
2. Plan, implement and evaluate intentional, research-driven strategies targeting known risks for youth suicide in their state.
3. Develop and disseminate a statewide strategic plan for youth suicide awareness and prevention education that includes measurable goals and objectives.
4. Plan, implement and evaluate both educational and advocacy approaches that teach how environmental means can change local laws, norms and policies around the access to lethal means of suicide and other environmental strategies that reduce youth suicide and reduce stigma associated with behavioral health needs.
5. Plan, implement and evaluate evidence-based strategies for effective community change focused on building and maintaining a collaborative group of stakeholders committed to working together to inform, organize and evaluate adolescent suicide prevention activities.

**Community Capacity and Workforce Development**

1. Complete, summarize and disseminate community assets mapping that includes identification of current met and unmet needs.
2. Develop and disseminate a strategic plan for workforce and adolescent training on suicide awareness and prevention that includes measurable goals and outcomes, including but not limited to the At-Risk Program, Question, Persuade and Refer (QPR), and/or Signs of Suicide (SOS).
3. Plan, implement and evaluate workforce and adolescent training on early identification of signs of suicide, evidenced or promising youth suicide prevention and intervention programs, peer to peer youth suicide prevention activities, stigma reduction and support for help-seeking behaviors.
4. Plan, implement and evaluate community education interventions on early identification of signs of suicide, research-based or promising youth suicide prevention and intervention programs, peer to peer youth suicide prevention activities, stigma reduction and support for help-seeking.
5. Engage in multidisciplinary partnerships for programmatic development and implementation of best practices establishing public/private working groups in communities to investigate ways to provide effective behavioral health support for youth in schools and the community.
6. Maintain active involvement in community response and recovery team activities.

### **Crisis Intervention and Response**

1. Implement and evaluate suicide prevention talk and/or crisis line services.
2. Plan, implement and evaluate crisis response and recovery team development and implementation.
3. Map and disseminate resource linkages that include a description of how resources are utilized and identification of opportunities for increased coordination to identify, respond and prevent youth suicide.
4. Plan, implement and evaluate peer to peer education strategies, including the integration of suicide prevention into existing service-based organizations to expand the numbers of individuals who may be reached by preventive interventions.
5. Plan, implement and evaluate gatekeeper development and suicide prevention awareness training activities.

### **Advanced Clinical Training**

1. Plan, implement and evaluate effective safety planning strategies for behavioral health care providers.
2. Develop and disseminate integrated care strategies and as well as strategies for comprehensive treatment planning for suicidal youth.
3. Develop and implement training for behavioral health care providers on the complex relationship dynamics of co-occurring disorders and high risk behaviors.
4. Plan, implement and evaluate evidence based/supported training opportunities including but are not limited to Solution Focused Brief Family Therapy, Dialectical Behavior Therapy Techniques for Suicidal Adolescents, Cognitive Behavioral Treatment of Adolescent Suicidal Behavior, Mindfulness Based Stress Reduction, and/or Narrative Therapy.

## **2. COMPENSATION**

- A. The Agency shall pay to the Contractor in full payment for deliverables satisfactorily completed pursuant to the Scope of Work in fiscal year. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in fiscal year totaling \$ amount shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ amount in fiscal year. 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. (REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR.**
- B. Payment in FY **XX**, FY **XX**, FY **XX**, and FY **XX** is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15)



days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during with a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

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

**3. TERM**

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

**4. TERMINATION**

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

B. Notice; Agency Opportunity to Cure-

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

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

- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. If this Agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement, and 4) if providing health services or client support as part of the scope of work of this Contract, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the Agreement. In this event the Agency may temporarily extend the term, enter into a new short term contract or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this Agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with contract funds as defined in Article 31 (Property) of this Agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this Agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

## 5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient funds appropriated, allocated, and authorized by the Legislature of the State of New Mexico and/or by the federal government for the performance of this Agreement. If sufficient appropriations, allocations and authorizations are not made by the Legislature of the State of New Mexico and/or if the federal government makes insufficient allocations, necessitating a decrease in the amount of

Agreement funds available for expenditure by the Agency, this Agreement may be terminated or amended to a lower amount of funds upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding on the Contractor. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. STATUS OF CONTRACTOR**

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

**7. ASSIGNMENT**

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

**8. SUBCONTRACTING**

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

**9. RELEASE**

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

**10. CONFIDENTIALITY**

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

[Include the following provisions if the Contractor will access client protected health information (PHI) and is not receiving PHI only for treatment purposes.]

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

- 4) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
  - 5) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's
  - 6) family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
  - 7) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
  - 8) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

### **13. AMENDMENT**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in state and Agency policy, this Contract shall be amended to comport with current policy, rules, regulations, and law.
- B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. MERGER**

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

**15. PENALTIES FOR VIOLATION OF LAW**

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

**16. EQUAL OPPORTUNITY COMPLIANCE**

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

**17. APPLICABLE LAW**

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

**18. WORKERS COMPENSATION**

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

**19. RECORDS AND FINANCIAL AUDIT**

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et

seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period of five years after the time the audit was released.

- C. If the Contractor receives more than \$250,000 in federal funding, or more than \$250,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.
- D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.
- E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.
- F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

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

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

## **20. INDEMNIFICATION**

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

## **21. NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the

term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

**22. EMPLOYEE PAY EQUITY REPORTING**

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

**23. INVALID TERM OR CONDITION**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder



of this Agreement shall not be affected and shall be valid and enforceable.

**24. ENFORCEMENT OF AGREEMENT**

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

**25. NOTICES**

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

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

**To the Contractor:**  
**[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 contract.

**27. LICENSURE**

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

**28. LIABILITY INSURANCE**

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

**29. FEDERAL GRANT OR OTHER FEDERALLY FUNDED CONTRACTS**

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

employee of a Member of Congress in connection with the awarding of any federal contract, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

- 3) The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts that involve the expenditure of federal funds, Contractors that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- H. For contracts that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. For contracts which involve the expenditure of federal funds, and under which the Contractor is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

**30. GOVERNING BODIES**

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

**31. PROPERTY**

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase Agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this Agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this Agreement or 2) use of such property in the performance of this Agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.
- B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.
- C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace the Agency property.

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

By: \_\_\_\_\_  
Agency

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

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

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

By: \_\_\_\_\_  
Agency's Chief Financial Officer

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

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

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

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

ID Number: **00-000000-00-0**

By: \_\_\_\_\_  
Taxation and Revenue Department

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

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

By: \_\_\_\_\_  
DFA Contracts Review Bureau

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

## **APPENDIX C**

### **Sample Budget and Budget Justification**

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

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

**Justification: Describe the roles and responsibilities of each position.**

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

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

The Clerk will provide administrative assistance for the program..

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

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

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

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

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

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

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

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

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

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

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

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

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

Incentives provided to encourage participation by youth in the program.

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



## **APPENDIX D**

### **New Mexico Employees Health Insurance Agreement**

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

1. If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
  - a. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - b. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - c. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

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

OFFEROR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **APPENDIX F**

### **Campaign Contribution Disclosure Form**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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                      Title (Position)

\_\_\_\_\_

\_\_\_\_\_  
Date

**—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

\_\_\_\_\_  
Title (Position)

\_\_\_\_\_  
Date

## **APPENDIX G**

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

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

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

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

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

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

The Offeror and/or any of its Principals-

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
- (B) Have ☐ have not ☐, within a three-year period preceding the date of the Offeror’s proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have ☐ have not ☐, within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have ☐ have not ☐ been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

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

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

OFFEROR:\_\_\_\_\_

SIGNED BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

DATE: \_\_\_\_\_