

STATE OF NEW MEXICO
Human Services Department



REQUEST FOR PROPOSALS
RFP# 630-9000-0001

Community Services Block Grant Service Provider for
Santa Fe, Taos and Torrance Counties

Issue Date: December 22, 2008

TABLE OF CONTENTS

I.	INTRODUCTION	
	A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
	B. VISION	1
	C. SUMMARY SCOPE OF WORK	1
	D. SCOPE OF PROCUREMENT	1
	E. PROCUREMENT MANAGER.....	1
	F. DEFINITION OF TERMINOLOGY.....	2
	G. BACKGROUND INFORMATION.....	5
	H. PROCUREMENT LIBRARY	6
II.	CONDITIONS GOVERNING THE PROCUREMENT	
	A. SEQUENCE OF EVENTS	7
	B. EXPLANATION OF EVENTS	7
	1. Issue of RFP	7
	2. Pre-Proposal Conference	7
	3. Distribution List Response Due	8
	4. Deadline To Submit Additional Written Questions	8
	5. Response to Written Questions/RFP Amendments.....	8
	6. Submission of Proposals	8
	7. Proposal Evaluation	9
	8. Selection of Finalists.....	9
	9. Best and Final Offers From Finalists	9
	10. Oral Presentation/Demonstration by Finalists	9
	11. Finalize Contract.....	9
	12. Contract Award.....	9
	13. Protest Deadline.....	9
	C. GENERAL REQUIREMENTS	10
	1. Acceptance of Conditions Governing the Procurement.....	10
	2. Incurring Cost	10
	3. Prime Contractor Responsibility	10
	4. Subcontractors.....	10
	5. Amended Proposals	11
	6. Offeror's Rights To Withdraw Proposal.....	11
	7. Proposal Offer Firm	11
	8. Disclosure of Proposal Contents	11
	9. No Obligation.....	11
	10. Termination.....	12
	11. Sufficient Appropriation	12
	12. Legal Review	12
	13. Governing Law	12
	14. Basis for Proposal	12
	15. Contract Terms and Conditions	12
	16. Offeror's Terms and Conditions	13
	17. Contract Deviations	13
	18. Offeror Qualifications	13
	19. Right To Waive Minor Irregularities	13
	20. Change in Contractor Representatives	13

21. Notice	13
22. Department Rights	13
23. Right To Publish	13
24. Ownership of Proposals	14
25. Confidentiality	14
26. Electronic Mail Address Required.....	14
27. Use of Electronic Versions of this RFP	14
28. New Mexico Employees Health Coverage.....	14
III. RESPONSE FORMAT AND ORGANIZATION	
A. NUMBER OF RESPONSES	16
B. NUMBER OF COPIES.....	16
C. PROPOSAL FORMAT.....	16
1. Proposed Organization.....	16
2. Letter Of Transmittal	17
IV. SPECIFICATIONS	
A. MANDATORY SPECIFICATIONS	18
1. Federal and State Requirements	18
B. DESIRABLE SPECIFICATIONS	18
1. Organizational Experience.....	18
2. Organization References	19
3. Financial and Corporate Stability of Offeror	19
4. Offeror Staff Experience.....	20
5. Project Plan	20
6. Cost Proposal	22
V. EVALUATION	
A. EVALUATION POINT TABLE/SUMMARY	22
B. EVALUATION FACTORS.....	23
C. EVALUATION PROCESS	24
APPENDICES:	
A. ACKNOWLEDGMENT OF RECEIPT FORM.....	25
B. AGREEMENT TERMS AND CONDITIONS.....	26
1. Scope of Work	27
2. Compensation	28
3. Term.....	30
4. Reduction in Funding.....	30
5. Termination.....	31
6. Decertification of Contractor as an Entity Eligible to Receive CSBG Funds.....	32
7. Appropriations	33
8. Status of Contractor	33
9. Assignment	33
10. Subcontracting	33
11. Release	33
12. Confidentiality	33
13. Matters Affecting Clients.....	34

14. Contractor Personnel.....	34
15. Constitution of Board.....	34
16. Product of Service – Copyright.....	35
17. Property.....	35
18. Conflict of Interest: Governmental Conduct Act.....	35
19. Amendment.....	35
20. Merger.....	36
21. Penalties for violation of law	36
22. Equal Opportunity Compliance	36
23. Applicable Law	36
24. Licensing.....	36
25. Workers’ Compensation	36
26. Bonding.....	36
27. Insurance.....	37
28. Records and Financial Audit.....	37
29. Project Reporting	38
30. Indemnification	39
31. New Mexico Employee Health Coverage.....	39
32. Invalid Term or Condition	39
33. Enforcement of AGREEMENT	39
34. Notices	39
35. Authority.....	39
36. Debarment and Suspension and Responsibility Matter	40
ATTACHMENT A.....	42
EXHIBIT A	43
EXHIBIT B	44
C. BUDGET PROPOSAL FORM.....	45
D. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	48
E. NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM.....	52

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request For Proposals is for the New Mexico Human Services Department (Department) to solicit bids from community action agencies or potential community action agencies that will provide professional services funded by and allowable under the federal Community Services Block Grant (CSBG) to low-income clients in Santa Fe, Taos and Torrance counties while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of the CSBG.

B. VISION

The goal of the Human Services Department is to reduce the impact of poverty on people served by providing services that prevent or reduces poverty; to reduce the impact of poverty on the State of New Mexico; to impact positively the social and economic health of New Mexico; and to assure low-income and disabled individuals in New Mexico equal participation in the life of their communities. This Request for Proposal will assist the Department to strengthen, supplement and coordinate efforts in furtherance of the Vision of the Department and the Community Action Act.

C. SUMMARY SCOPE OF WORK

Provide assistance to communities working through a partnership of community action agencies and other neighborhood-based organizations for: the reduction of poverty; the revitalization of low-income communities; the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient; to improve the conditions in which low-income people live; and to strengthen family and other supportive systems for low-income people, especially vulnerable populations. Focus will be on client contacts, delivery of services and tracking and reporting agency performance and outcomes.

D. SCOPE OF PROCUREMENT

The services to low-income individuals and families in Santa Fe, Taos and Torrance counties in the initial contract shall begin on January 2009, or as soon as possible thereafter as approved by the New Mexico Department of Finance and Administration (DFA) and end on December 31, 2009. The Department wishes to maximize service delivery to low-income individuals and families in Santa Fe, Taos and Torrance counties, therefore this procurement of services will result in an award to a vendor or vendors that will demonstrate, among other attributes, the capability to maximize services to clients in a single or multiple counties, simultaneously. The Department reserves the option of renewing the initial contract(s) on an annual basis for three additional years or portion thereof. An award in the amount of up to two hundred fifteen thousand six hundred and sixty-four dollars (\$215,664) shall be made to the responsible offeror(s) whose proposal is most advantageous to the Department, taking into consideration the evaluation factors set forth in this Request For Proposal if the offeror(s) is currently designated as a community action agency, or an amount up to two hundred sixty-five thousand, six hundred and sixty-four dollars (\$265,664) if a new community action agency is designated as a result of this Request for Proposal.

E. PROCUREMENT MANAGER

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

Yvonne Rodriguez-Ulanowicz
Procurement Manager

*HSD/Income Support Division, Work and Family Support Bureau
P. O. Box 26507
Albuquerque, NM 87125
Phone: (505) 841- 2664 or (800) 648-7167
Fax (505) 841-2691
E-mail: Yvonne.Rodriguez-Ulanowicz@state.nm.us*

All deliveries via express carrier should be addressed as follows:

*Yvonne Rodriguez-Ulanowicz
Procurement Manager
HSD/income Support Division, Work and Family Support Bureau
1425 William Street SE
Albuquerque, NM 87102
Phone: (505) 841- 2664, (800) 648-7167
Fax: (505) 841-2691
E-mail: Yvonne.Rodriguez-Ulanowicz@state.nm.us*

Any inquiries or request 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 Department.

F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date provided.

“**Community Action Agency**” means a political subdivision of the State, a combination of political subdivisions or a public or private nonprofit agency that has the power and authority to enter into contracts with public and private nonprofit agencies and organizations in fulfilling the purposes of the Community Action Act [27-8-1 NMSA 1978]

“**Community Services Block Grant (CSBG)**” means that federal, anti-poverty block grant which funds the operations of a state-administered network of local agencies.

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

“**Contract Manager**” means the individual selected by the Department to monitor and manage all aspects of the contract resulting from this RFP.

“**Contractor**” means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month

period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Department” means the New Mexico Human Services Department.

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

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

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

“DFA/CRB” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.

“Evaluation Committee” means a body appointed by the Department management to perform the evaluation of offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Government Performance and Results Act (GPRA)” means that Congressional act passed to improve federal program effectiveness and public accountability by promoting a new focus on results, service quality and customer satisfaction

“Income Support Division (ISD)” means the Division within the Human Services Department charged with administering the Community Services Block Grant.

“Invitation to Bid (ITB)” means all documents, including those attached or incorporated by reference, utilized for soliciting sealed bids.

“Mandatory” The terms “must,” “shall,” “will,” “is 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.

“**Milestone**” means a significant event in a project, usually the completion of a major deliverable.

“**National Performance Indicators (NPI)**” means those performance metrics used to define the community action achievement

“**New Mexico Employee**” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“**Offer**” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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

“**Procurement Manager**” means the person or designee authorized by the Department to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

“**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“**Results Oriented Management and Accountability (ROMA)**” is a performance-based initiative designed to preserve the anti-poverty focus of community action and to promote greater effectiveness among state and local agencies receiving CSBG funds.

“**Responsive Offer or Responsive Proposal**” means an offer or proposal that 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.

“**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.

“**Solicited and Awarded**” means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

“**Solicitations**” means ITBs and RFPs.

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

“**State Purchasing Agent (SPA)**” means the purchasing agent for the State of New Mexico or a designated representative.

G. BACKGROUND INFORMATION

The New Mexico Human Services Department (HSD) manages the state and federal funds that provide life’s most basic services to many New Mexican individuals and families—touching the lives of one in three New Mexicans with food, access to health care, income, work, energy assistance and community services to New Mexicans who desperately need help in these areas. HSD is the fifth largest state Department with over 2,000 employees in 53 office locations statewide. The Department is organized into five programs led and directed by the Office of the Secretary (OOS): the Child Support Enforcement Division (CSED); the Income Support Division (ISD); the Medical Assistance Division (MAD); Behavioral Health Services Division (BHSD); and Program Support, which includes the Administrative Services Division, (ASD), Information Technology Division (ITD), Office of Human Resources (OHR), Office of Inspector General (OIG) and the Hearings Bureau.

At the core of Department’s mission is its commitment to reduce the impact of poverty on children, families and the state as a whole. To this end, the Department will continue to partner with other public and private agencies in setting goals as part of promoting independence and quality of life for their clients. The Department’s goals reflect the commitment to providing the best service possible to their clients through: Access, quality and accountability.

At the federal level, Congress passed the Government Performance and Results Act (GPRA). The purposes of GPRA are to improve federal program effectiveness and public accountability by promoting a new focus on results, service quality and customer satisfaction. State CSBG lead agencies are required to advance Results Oriented Management and Accountability (ROMA) performance-based concepts among local agencies through on-going training and technical assistance. The Community Action Agency or potential Community Action Agency should be able to identify which of the ROMA/National Performance Indicators (NPI) for which they have supporting programs and activities.

To accomplish the Goals of the NPI, local community action agencies have been encouraged to undertake a number of ROMA implementation actions that focus on results-oriented management and results-oriented accountability:

Results-Oriented Management: Assess poverty needs and conditions within the community; define a clear agency anti-poverty mission for community action and a strategy to address those needs, both immediate and longer term, in the context of existing resources and opportunities in the community; identify specific improvements, or results, to be achieved among low-income people and the community; and organize and implement programs, services, and activities, such as advocacy, within the agency and among “partnering” organizations, to achieve anticipated results.

Results-Oriented Accountability: Develop and implement strategies to measure and record improvements in the condition of low-income people and the communities in which they live that result from community action intervention; use information about outcomes, or results, among agency tripartite boards and staff to determine the overall effectiveness, inform annual and long-range planning, support agency advocacy, funding, and community partnership activities.

H. PROCUREMENT LIBRARY

The Department has established a linked Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

1. Fact Sheet on CSBG Act of 1981
<http://www.acf.hhs.gov/programs/ocs/csbg/aboutus/factsheets.htm>
2. New Mexico Annual Social and Economic Indicators
<http://www.dws.state.nm.us/LMI/pdf/API-2008.pdf>
3. National Association for State Community Programs – What is Community Service Block Grant (CSBG)?
<http://www.nascsp.org/csbg.htm#forms>
4. New Mexico State Purchasing Division links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>
5. Public Law 105–285—OCT. 27, 1998 Community Opportunities, Accountability and Training and Educational Services Act of 1998
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=105_cong_public_laws&docid=f%3Apubl285.105.pdf
6. Guide to Organizing & Reporting National Indicators of Community Action Performance. Updated October 22, 2007. http://nascsp.org/documents/FY08NPIGuide_000.pdf
7. Policy and Procedures Manual For the Community Services Block Grant Program (effective 7-01-2008) <http://www.hsd.state.nm.us/pdf/CSBGPolicyManualFY20092012.pdf>
8. Section 27-8-1 to 27-8-9 NMSA 1978. New Mexico State Community Action Act
<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>
NM Statutes and Court Rules
Statutory Chapters in New Mexico Statutes
27. Public Assistance.
[1. General Provisions, 27-1-1 through 27-1-15.](#)
[8. Community Action, 27-8-1 through 27-8-9.](#)
9. Section 13-1-28 through 13-1-199 NMSA 1978. The Procurement Code,
<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>
NM Statutes and Court Rules
Statutory Chapters in New Mexico Statutes
13. Public Purchases and Property
[1. Procurement, 13-1-1 through 13-1-199.](#)

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date
1.	Issue of RFP	Human Services Department	12/22/08
2.	Distribution List Response	Potential Offerors	12/31/08
3.	Deadline To Submit Additional Questions	Potential Offerors	12/31/08
4.	Response to Written Questions/RFP Amendments	Department	1/07/09
5.	Submission of Proposal	Offerors	1/16/09
6.	Proposal Evaluation	Evaluation Committee	1/19/09
7.	Selection of Finalists	Evaluation Committee	1/20/09
8.	Contractor Selection	Department	1/21/09
9.	Contractor Negotiations/Best and Final Offers from Finalists	Offeror/Department	1/21/09- 1/23/09
11.	Finalize Contract	Department	1/26/09
12.	Contract Effective Date	Department	DFA Approval Date
13.	Protest Deadline	Offerors	15 Days after the Contract Award

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

This RFP is being issued by the New Mexico Human Services Department. Additional copies of the RFP can be obtained from the Human Services Department on the Department website at:

<http://www.hsd.state.nm.us/>

Under *“What’s New at HSD”*

2. Pre-Proposal Conference

A Pre-proposal conference will not be held. All questions and additional information required by potential vendors will be responded to by the Department when received in writing. Questions should be addressed to the Procurement Manager no later than December 31, 2009 and the Department shall respond to the vendor no later than January 7, 2009.

3. Distribution List Response

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. This form should be signed by an authorized representative of the organization, dated, and returned by close of business on December 31, 2008 to the procurement manager.

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.

4. Deadline to Submit Additional Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business of December 31, 2009. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on January 7, 2009 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. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than seven (7) days after the answers and/or amendments were issued.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 P.M. MOUNTAIN STANDARD TIME ON JANUARY 16, 2009. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly

indicate a response to the “Community Services Block Grant Request for Proposals.” Proposals submitted by facsimile will not be accepted.

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

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. The evaluation process will take place from January 19 through January 20, 2009. During this time, the Procurement Manager may, at her option, initiate discussion 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.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist offerors on **January 20, 2009**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for any oral presentations, if needed, will be determined at this time.

9. 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 January 21 through January 23, 2009 NO LATER THAN 3:00 P.M. MOUNTAIN STANDARD TIME. Best and final offers may be clarified and amended at the finalist offeror’s oral presentation.

10. Finalize Contract

The contract will be finalized with the most advantageous offeror by January 19, 2009. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or to cancel the award.

11. Contract Award

This contract shall be awarded to the offeror whose proposal is 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.

12. Contract Effective Date

The contract, after negotiations, appropriate State reviews and approvals, shall become effective after the approval of the Department of Finance and Administration.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with §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 5:00 PM Mountain Standard Time 15 days after the Contract Award. 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 State Purchasing Agent. The protest must be delivered to the Contracts Management and Procurement Bureau, Administrative Services Division, Attention: LaVonne Cornett:

LaVonne Cornett
Human Services Department Contracts and Procurement Manager
Administrative Services Division
725 St. Michael's Drive, Rm 44
Santa Fe, New Mexico 87505

Mailing Address: P.O. Box 2348
Santa Fe, NM 87505

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 code regulations, 1.4.1 NMAC

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.

Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Department. The Department will make contract payments only to 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 Department personnel will not merge, collage, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request 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 twenty (120) days after the due date for receipt of proposals or ninety (90) 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 inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. 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

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the State Purchasing Division, DFA/CRB and Federal 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 Department 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 the 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 Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department 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 Department 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 Department and a contractor will follow the format specified by the Department and contain the terms and conditions set forth in Appendix B, "Agreement Terms and Conditions." The Department, however, 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 Department's terms and conditions, as contained in this Section or in Appendix B (Agreement Terms and Conditions), that offeror must propose specific alternative language. The Department 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 Department 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.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Department and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the 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 §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 fail to meet the same mandatory requirements and 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 Department reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Department, meeting its needs adequately.

21. Notice

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

22. Department Rights

The Department reserves the right to accept all or a portion of an offeror's proposal including the right to make purchases from State approved price agreements or reissue this Request For Proposals.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the Department 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 the RFP shall be available to be picked up by the offerors after the expiration of the protest period with the following exception. Two complete copies of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Department and the State of New Mexico.

25. Confidentiality

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

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

26. Electronic Mail Address Required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means on the Department website. 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 Department, the version maintained by the Department shall govern.

28. New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after January 1, 2008: 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) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
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://insurenemexico.state.nm.us/>.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal that will address the ability to offer to services to one or more counties, singularly or simultaneously which will include Santa Fe, Taos and Torrance counties. Identification of, and the ability to track and report on any and all ROMA/NPI's should also be addressed in that single proposal.

B. NUMBER OF COPIES

Offerors shall provide 1 original and four identical sets of copies, for a total of five sets, of:

- Their proposal (binder 1),
- the cost proposal (binder 2), and
- supporting technical documentation - optional (binder 3),

to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

Within each section of the proposal, offerors must address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. All discussion of proposal costs, rates and expenses must occur only in binder 2 with the cost responses and must utilize the CSBG Line Item Budget Form. See Section III C, below for complete details of proposal format and binder requirements.

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

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Organization

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

Binder #1 - Proposal

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services
- d) Response to mandatory specifications

Binder #2 - Cost Proposal

- e) Response to HSD Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Budget Proposal Form (See Exhibit A)

Binder #3 – Supporting Technical Information (optional)

h) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in Binder 2 with the cost response form.

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.

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, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses 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. MANDATORY SPECIFICATIONS

1. Federal and State Requirements

- a. According to the Community Opportunities Accountability Training and Education Services (COATES) Act, Sec. 676A (a) Qualified Organization In or Near Area states the following: (1) If any geographic area of a State is not, or ceases, to be served by an eligible entity under this subtitle, and if the chief executive officer of the State decides to serve such area, the chief executive office may solicit applications from, and designate as an eligibility entity. A statement of concurrence is required for A and B.

(A) a private nonprofit organization (which may include an eligible entity) that is geographically located in the un-served area, that is capable of providing a broad range of services designed to eliminate poverty and foster self-sufficiency, and that meets the requirements of this subtitle; and

(B) a private nonprofit eligible entity that is geographically located in an area contiguous to or within reasonable proximity of the un-served area and that is already providing related services in the un-served area.

The Offeror shall include a description of program(s) and service(s) it provides in Santa Fe County, Taos County and Torrance County. If programs and services are not provided in the un-served counties, the Offeror shall include a description of program(s) and service(s) it provides as specified under Sec. 676A (a) (B) of the COATES Act.

- b. New Mexico Employees Form - The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix E) A statement of concurrence is required and form must be signed.
- c. The Offeror shall include proof of current federal tax exempt status [501 (c) 3] designation with the most recently filed IRS Form 990.
- d. The Offeror shall include a copy of approved Articles of Incorporation.
- e. The Offeror shall include a list of all board members that demonstrates compliance with the NM Community Action Act, or a plan to configure the board to comply with that Act at the time the offeror is designated as an eligible entity for the receipt of CSBG funds in Santa Fe, Taos and Torrance counties.
- f. The Offeror shall include a copy of the bylaws, a list of a board committees and copies of the minutes of the three most recent meetings of the full board.

B. DESIRABLE SPECIFICATIONS

1. Organizational Experience

Offerors should submit a statement of relevant organizational experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor should thoroughly describe the offeror's experience with providing expertise related to activities that are designed to assist low-income families and individuals.

In this Section, the offeror should provide the following information (referencing the subsections in sequence) to evidence the offeror's experience in delivering services such as those sought under this RFP:

- a. A brief statement and documentation of how long the offeror has been performing the services sought under this RFP. This statement should also include and describe the extent of their experience and expertise as a community action agency or their willingness to be designated a community action agency, if so qualified.
- b. A description of the experience level, technical knowledge, and government experience of the organization resources that may be used for the contract.
- c. A description of the extent of the offeror's knowledge and samples of work, thereof, regarding the following services that assist low-income families and individuals:
 - Employment
 - Education
 - Housing
 - Nutrition
 - Health
 - Emergency services
 - Income management
 - Self-sufficiency

2. Organizational References

Offerors should submit three (3) external client references from clients who have received similar services that have occurred within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the scope of work must also include three (3) external references for each major Subcontractor. Each reference should include:

- a. the name of the company,
- b. company current address,
- c. name of the contact person,
- d. telephone number of contact person, and
- e. dates and description of the services provided.

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

3. Financial and Corporate Stability of Offeror

- a. Offerors should submit complete copies of their organization's most recent years audit report, as well as those for the preceding three (3) years. The submissions should include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, management letters and the notes to the financial statements.

If independently audited financial statements do not exist for the offeror, the offeror should state the reason and instead submit sufficient information to enable the Evaluation Committee to determine the financial stability of the offeror.

b. Offerors should also submit information regarding any mergers, acquisitions, or sales of the offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.

c. Offerors should provide a statement as to whether there is any pending litigation against the offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the offeror's performance in a contract under this RFP. Likewise, offerors must provide a statement as to whether the offeror or any of the offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so provide an explanation with relevant details.

d. Offerors should include a statement of their intention and evidence of ability to procure, submit to the Department, and maintain throughout the duration of the contract, a Performance Bond in favor of the Department to insure the Contractor's performance under the contract.

4. Offeror Staff Experience

The offeror should provide a description of the qualifications of key organizational staff and any subcontractors, including CEO or executive director, fiscal manager, operational staff, and all personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, Appendix B. The Contractor is not to assume or propose the use of State staff to conduct any work pursuant to this RFP.

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

In addition, offerors should submit three (3) external references for senior organizational management proposed to be responsible for the Contractor's performance, and empowered by the Contractor to legally bind the Contractor on a contract. Each reference should include the name of the company, company current address, name of the contact person, telephone number, and the date and description of the services provided.

5. Project Plan

Offers should submit a Community Action Plan as part of the proposal. At a minimum, the project plan should include a milestone chart including tasks to be perform, the time frame, number of clients serviced proposed staff member designated for the completion of each task, and measurements of the objectives and outcomes as set forth in the Results Oriented Management and Accountability (ROMA).

The plan should consist of objectives related to the CSBG Act as described below:

- A. To support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families to enable the families and individuals to:
- (i) remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);
 - (ii) secure and retain meaningful employment;
 - (iii) attain an adequate education, with particular attention toward improving literacy skills of low-income families in the communities involved, which may include carrying out family literacy initiatives;
 - (iv) make better use of available income;
 - (v) obtain and maintain adequate housing and a suitable living environment;
 - (vi) obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs; and
 - (vii) achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;
- B. To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs); and after-school child care programs; and
- C. To make more effective use of, and to coordinate with, other programs (including State welfare reform efforts).

The Community Action Plan should include the following:

1. A description of the service delivery system targeted to low-income individuals and families in the service area(s);

2. A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. A description of how funding under this proposal will be coordinated with other public and private resources;
4. A description of how the offeror will use the funds to support innovative community and neighborhood-based initiatives related to the purposes of the CSBG Act which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging parenting;
5. A description of outcome measures to be used to report success in promoting self-sufficiency, family stability and community revitalization.

6. Cost Proposal

The proposal should include a detailed description and line item budget on how the grant will be used to serve Santa Fe County, Taos County and Torrance County. The Budget Proposal Form must be used to summarize all costs and expenses.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of offeror proposals.

	Factor	Points Available
A.	Mandatory Specifications	Pass/fail
	1. Federal and State Requirements	
	a. COATES Act Sec. 676 A(a):	
	i. Qualified Organization In Area (Program and Services)	75 Points Total
	Santa Fe County	25
	Taos County	25
	Torrance County	25
	ii. Qualified Organization Contiguous/Near un-served Area	60 Points Total
	Santa Fe County	20
	Taos County	20
	Torrance County	20
	b. NM Employee Health Coverage	Pass/Fail (0 Points)
	c. 501 (c) 3 and 990	Pass/Fail (50 Points)
	d. Articles of Incorporation	Pass/Fail (0 Points)
	e. Board of Directors Composition	75
	f. Board Bylaws, Committees, and Minutes	60
B.	Desirable Specifications	
	1. Organizational Experience	70
	2. Organization References	35
	3. Financial and Corporate Stability of Offeror	90
	4. Offeror Staff Experience	35
	5. Project Plan	250
	6. Cost Proposal/Budget	200
	Total	1000

B. EVALUATION FACTORS

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

MANDATORY SPECIFICATIONS:

1. Federal and State Requirements
 - a. COATES Act, Sec 676 A (a) Qualified Organizations In or Near the un-served Area(s)
 - i. Preference points will be awarded to the offeror based in and/or providing program(s) and service(s) in each defined area. (75 Points)
 - ii. Points will be awarded to the offeror based in an area and or providing program(s) and service(s) contiguous to or within reasonable proximity of each defined area that is capable of providing services that meets the intent of the CSBG Act. (60 Points)
 - b. New Mexico Employees Health Coverage (0 Points)
Pass or Fail
 - c. Submission of 501 (c) 3 designation (0 Points)
Pass or Fail
IRS Form 990 (50 Points)
Points will be awarded to the offeror based on the financial stability of the corporation.
 - d. Submission of Articles of Incorporation (0 Points)
Pass or Fail
 - e. Board of Directors Composition (75 Points)
Points will be awarded based upon the Board of Directors compliance with the federal and state regulations regarding the tripartite board requirement.
 - f. Board Bylaws, Board Committees and Minutes (60 Points)
Points will be awarded based upon an evaluation of the Board of Directors involvement with its fiduciary responsibilities.

DESIRABLE SPECIFICATIONS

1. Organizational Experience (70 Points)
Points will be awarded based upon an evaluation of the following factors:
 - a. Offeror's experience in serving low-income individuals and families.
 - b. A description of offeror's experience in administering effectively other programs that assist low-income individuals and families.
 - c. Offeror's capacity to utilize a broad range of resources to serve low-income families and communities.
2. Organizational References (35 Points)
Points for organizational references will be awarded based upon an evaluation of the offeror's work for previous clients receiving similar services to those proposed by the offeror for this contract.
3. Financial and Corporate Stability of Offeror (90 Points)
The financial and corporate stability of the offeror will be evaluated based upon the documentation provided in the financial audits and pertinent information as specified in the specification.

4. Offeror Staff Experience (35 Points)
Points for staff experience will be awarded based upon an evaluation of each staff member's experience as it relates to their role and the needs of this contract.
5. Project Plan (250 Points)
Points will be awarded based upon an evaluation of the offeror's Community Action Plan as outlined in the specification.
6. Cost Proposal/Budget (200 Points)
Points will be awarded based upon an evaluation of the line item budget as it pertains to the offeror's Community Action Plan. Preference points will be awarded for funding allocated for direct care and support services for low-income individuals and families.

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 B-8.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror's with the highest scores will be selected as finalist offeror's based upon the proposals submitted. Finalist offeror's 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 Department, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

**REQUEST FOR PROPOSALS
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 E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on December 31, 2008. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Department'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.

*Yvonne Rodriguez-Ulanowicz
Procurement Manager
HSD/Income Support Division, Work and Family Support Bureau
1425 Williams SE
Albuquerque, NM 87102
Phone: (505) 841- 2664, (800) 648-7167
Fax: (505) 841-2691
E-mail: Yvonne.Rodriguez-Ulanowicz@state.nm.us*

APPENDIX B
AGREEMENT TERMS AND CONDITIONS

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

#09-630-9000-####

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Human Services Department** hereinafter referred to as (the "Department" or "HSD") 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 MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall:

1. Perform all services detailed in Scope of Work, Attachment A, attached hereto to this Agreement and incorporated in this Agreement by reference;
2. Provide services in a manner that complies with the federal objectives attached hereto as Attachment A and incorporated herein by reference;
3. Respond to all written requests for information and/or clarification by the Department regarding the program within thirty (30) days of receipt of such a request, unless a longer time frame is included in the request;
4. Have the Executive Director and/or the designated representative attend all quarterly meetings of the Community Services Block Grant (CSBG) Directors and to actively participate with the Department in identifying mutual problems and solutions related to the CSBG Program;
5. Comply with the New Mexico CSBG Policy and Procedures Manual as it now exists or as it may be amended;
6. Use the tracking system approved by the Department for tracking outcomes, contacts with, and services provided to the low-income population within the Contractor's service area, and to maintain an assistance and support contract with the developer;
7. Prepare and submit to the Department a Community Action Plan which includes:
 - i. A community needs assessment, based on current demographic and economic data about the Contractor's service area, gathered from sources such as the U.S. Census Bureau, the New Mexico Agency of Workforce Solutions, and other surveys, publications and reports produced to provide such data to the public;
 - ii. A description of the service delivery system targeted to low-income individuals and families in the service area;
 - iii. A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 - iv. A description of how funding under this contract will be coordinated with other public and private resources;
 - v. A description of how the local entity will use the funds to support innovative community and neighborhood-based initiatives related to the purposes of this subtitle, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging parenting;
 - vi. A description of outcome measures to be used to report success in promoting self-sufficiency, family stability and community revitalization. These measures shall be identified in the Scope of Work section of the Contractor's Community Action Plan; and
 - vii. A copy of the Contractor's eligibility procedures for CSBG related services;
8. Submit the Community Action Plan to the Department for approval no later than March 1st of each contract year unless the Department has granted the Contractor an extension of the due

date. The Contractor shall implement the Community Action Plan approved by the Department; and

9. Provide CSBG services in the Contractor's designated service area. The Contractor's service area may be subject to change by the Department, if such change is in the best interest of the program recipients and is implemented according to all federal and state rules and regulations and based on significant demographic change.

B. Performance Measures

1. Contractor shall substantially perform the Performance measures set forth in Attachment A, hereon and further referenced as Attachment 18.5 in the CSBG Outcome Plan form/Scope of Work (ROMA) and 12 National Performance Indicators
2. In the event that the Contractor fails to obtain the results described in Attachment A, the Department may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Department of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Department from exercising its right pursuant to Paragraph 5 below.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. Within 30 days of the effective date of this Agreement, the Department shall pay to the Contractor quarterly advances or monthly reimbursement, to be determined by the Department, for services not to exceed (AMOUNT), inclusive of gross receipts tax, per contract year, as set forth in the detailed Line Item Budget attached as hereto as Exhibit B and incorporated herein by reference. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$AMOUNT) in FY09.

C. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices MUST BE received by the Department no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

D. Advances and Draw Down. Unless the Department determines the Contractor is not in good standing, the Contractor will receive an advance equaling three twelfths (3/12) of the annual allocated and funded amount. This advance will be issued upon written request by the Contractor every quarter beginning July 1, 2008; or as soon thereafter as the contract is in effect, whichever is later. If federal funds are not available at the time of the request the advance will not be made until such funds become available.

E. The Department reserves the right to place the Contractor on a reimbursement basis, suspend or withhold payments, or terminate the agreement if:

1. Documentation of allowable expenditures in the format prescribed by the Department has not been provided on a timely basis; and/or
2. The Contractor has not provided its annual single agency audit report to the Department in accordance with the schedule of this agreement; and/or
3. The single agency audit report or the Department's annual evaluation reveals findings and/or material weaknesses or audit exceptions which the Department considers to be significant; and/or
4. The Contractor is not complying with other applicable statutes, regulations, or contract provision; and/or
5. The Department considers the Contractor to be at risk of imminent closure, forfeiture of funds, bankruptcy or other conditions that may make the Contractor unable to properly expend the monies provided under this Agreement; and/or
6. The Department determines that any funds have been spent for disallowed costs. The Department reserves the right to withhold funds in the amount of the disallowed costs from future advances or reimbursements made under this or successor agreements or at its discretion to demand immediate reimbursement thereof.

F. The Department may suspend payment under this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, provided that the Project Manager shall give the Contractor written "Notice of Intent to Suspend Payment for Cause" specifying the Contractor's failure and affording the Contractor an opportunity to correct such failure(s) within thirty (30) calendar days of the receipt of such notice. Within thirty (30) calendar days from the date of the Notice of Intent to Suspend Payment for Cause, the Project Manager will determine whether the Contractor has either corrected such failure or, in the case of a failure which the Project Manager determines cannot be corrected in thirty (30) calendar days, has begun and proceeded in good faith to correct such failure. If the Project Manager determines that the Contractor has not sufficiently rectified the failure, then The Department may at its option, continue the suspension of scheduled payment under this Agreement after written notification to the Contractor. The Department will resume payment if/when it has determined that the Contractor has rectified the failure(s). The Department may exercise its option to terminate the Agreement for cause if it determines that the Contractor is not proceeding in good faith or is not able to cure the failure.

G. Recoupment. Funds advanced and not expended for allowable program purposes or unexpended funds are subject to recoupment. The Department reserves the right to change the rate of reimbursement or to demand a check from the Contractor for repayment of improperly advanced or unexpended funds at any time during the contract period. The Contractor will immediately comply with the Department's change of rate of reimbursement or demand for a check.

H. Expenditure Reports. Expenditure reports shall be submitted to the Project Manager. Reports of actual expenditures and requests for reimbursement, if applicable, by the Contractor shall be submitted no more than once a month and are due by the 15th of the month following the month expenditures were made, with the exception of the month ending June 30th, 2009, for which reports and invoices must be received no later than July 10, 2009. Failure to submit requests for reimbursement by the 15th of the month following the month for which reimbursement is requested may result in a delay of payment.

The Contractor certifies that any direct or indirect costs claimed pursuant to this Agreement will not be allotted or included as a cost of any other Contractor operated program, project, contract, or activity. All requests for reimbursement will list actual expenditures and certify these expenditures as follows:

“I hereby certify that these expenditures are true and accurate expenditures of the referenced program and that the amount claimed has not been charged to any other Federal or State funded program.”

(Signature of Authorized Representative of the Agency) ***(Date of Signature)***

I. The Contractor shall clearly identify and distribute all costs incurred pertaining to this Agreement by a methodology and cost allocation plan at times in a manner prescribed by or acceptable to the Contractor’s cognizant funding source.

J. Payment of Taxes. The payment of applicable taxes for any money received under this Agreement shall be the Contractor’s sole responsibility and should be reported under the Contractor’s Federal and State tax identification number(s).

K. Payment for Travel Expenses. Payment for reimbursable travel expenses shall be made according to the method approved by the Contractor’s governing board but shall not exceed the legal rates prescribed for state personnel in the per diem and mileage provision of Section 10-8-1 to 10-8-8 NMSA 1978 and DFA Rule 95-1, Regulations Governing the Per Diem and Mileage Act which went into effect July 1, 2003.

L. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Department 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 Department 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 Department 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 **December 31, 2009** unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Reduction in Funding.

A. Reduction in funding procedures apply to the lowering funding procedures apply to the lowering of a Contractor’s funding for cause. This procedure is governed by the NM State CSBG Policies and Procedures Manual, COATS Act, Public Law 103-252, subsection 678C.

B. If a Contractor has failed to comply with the legislative and administrative eligibility requirements, the Department will issue a Notice of Reduction in Funding letter to the Contractor’s Executive Director and Board of Directors informing them of the failure or deficiency to be corrected, requiring the Contractor to submit a Corrective Action Plan to address the failure or deficiency to be corrected.

C. The Department will offer help and technical assistance and give the Contractor sixty (60) days to correct the deficiency or failure.

D. If the Contractor fails to submit a Corrective Action Plan or the Corrective Action Plan does not

correct the deficiency or failure(s) identified in the Notice of Reduction in Funding, the Department has the right to terminate the Agreement.

E. The Department and the Contractor may reduce funding by mutual written agreement upon such terms and conditions as they may agree.

5. Termination.

A. Termination. This AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this AGREEMENT, the Department's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if the Department is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this AGREEMENT may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this AGREEMENT, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE DEPARTMENT'S DEFAULT/BREACH OF THIS AGREEMENT."

B. Termination Management. Immediately upon receipt by either the Department or the Contractor's 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 Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this AGREEMENT; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this AGREEMENT. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

C. Termination for Cause. The Department may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or any applicable federal or state statutes or regulations, provided that the Project Manager shall send by certified mail a written Notice to Terminate for Cause. The Notice will inform the Contractor of its failures and/or deficiencies and require that the Contractor submit a Corrective Action Plan within sixty (60) calendar days of the receipt of such Notice. After the Contractor has submitted its Corrective Action Plan, the Project Manager will determine whether the Contractor has either corrected the failure(s) or, in the case of a failure which cannot be corrected in sixty (60) calendar days, has begun and proceeded in good faith to correct such failure. If the Project Manager determines that the Contractor has not sufficiently rectified the failure, then the Department may at its option, terminate the Agreement upon delivering written Notice by certified mail to the Contractor stating the termination date and work stoppage arrangements and giving the Contractor an opportunity for a hearing as specified in section 678C of the COATS Act. The Contractor will be paid only for services rendered through the date of termination.

D. Termination for Withdrawal of Federal Approval. In the event that federal approvals are withdrawn for this Agreement, the Project Manager will issue an immediate notice to the Contractor stating the termination date and work stoppage arrangements. The Contractor will be paid only for services rendered through the date of termination.

E. Termination Due to Insufficient Funds. In the event payment or reimbursement to the Department

from the State of New Mexico or federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity and quality of services hereunder, the Project Manager will issue notice to the Contractor stating the termination date and work stoppage arrangements or modifying the scope of work as necessary. The Contractor will be paid solely for services rendered through the date of termination.

F. Termination and/or Decertification Work Stoppage Arrangements.

1. When the Department has delivered to the Contractor a written Notice of Termination, or if the Agreement has been terminated by mutual agreement, the Department, in addition to other rights, may require the Contractor to deliver, and/or make readily available to the Department within thirty (30) days, property in which the Department has a financial interest and any and all data, inventions or property specifically produced or acquired under this Agreement.
2. The Department shall retain ownership of all work products and documentation created under this agreement and approved by the Department as of the termination date.
3. The Department shall pay the Contractor all amounts due for service through the effective date of such termination or expiration. The Department shall not be obligated to pay any costs arising out of termination.
4. As of the termination date the Contractor shall:
 - a. Incur no further financial obligations for materials, services, or facilities under this Agreement, without prior written approval of the Department.
 - b. Terminate all purchase (procurement) orders and subcontracts and stop all work to the extent specified in the notice of termination, except as the Department may direct for orderly completion of termination.
 - c. Take such reasonable actions and those the Department may direct, for protection and preservation of all property and all records related to and required by this Agreement.
 - d. Settle all outstanding liabilities and all claims arising out of such termination.
 - e. Make necessary arrangements for delivery to the Department's representative copies of all program and fiscal records then in the possession of the Contractor and all property and equipment purchased from CSBG funds.

6. Decertification of Contractor as an Entity Eligible to Receive CSBG Funds.

A. If the Agreement between the Department and the Contractor is terminated for cause, a Notice of Intent to Decertify will be sent to the Contractor.

1. Rights Upon Termination or Decertification

- a. If the Contractor has failed to comply with the requirements of this Agreement, the NM State CSBG Policies and Procedures Manual, or any other state and federal laws, the Department will issue a Notice of Termination and Notice of Decertification.
- b. The notification shall include a date beyond which no CSBG funds may be expended by the Contractor, or alternatively, other restrictions on CSBG expenditures as the Department may require.
- c. The notification shall offer the Contractor an opportunity for a hearing. The Contractor has 30 days from the date of the notification to request a hearing to the Project Manager.
- d. If the Contractor requests a fair hearing, the Department will contract with an administrative hearing officer who is not an employee of the Department to conduct the hearing and provide a recommendation to the Department Secretary or his/her designee within fifteen (15) days of the hearing. The Department Secretary or his/her designee shall review the administrative hearing officer's recommendation and issue a final decision. The Department's final decision is binding on all issues that have been the subject of the fair hearing.
- e. After the Department Secretary renders his/her final decision, pursuant to the COATES Act, the Department or the Contractor can request a review by the Office

of Community Services of the DHHS – ACF. The request for review from the Department or the Contractor must be made within 30 days of the date of the final decision by the Department Secretary or his/her designee. OCS has 90 days to review the determination of the State. If a response from OCS has not been received within 90 days, the determination of the State will become final at the end of the 90th day as stated in the COATS Act, Section 678C (b).

2. The Department will send a letter to the Governor of New Mexico requesting that he/she decertify the Contractor as an eligible entity to receive CSBG funding, according to the New Mexico Community Action Act, § 27-8-5 B

7. Appropriations.

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or the U.S. Congress for the performance of this AGREEMENT. If sufficient appropriations and authorization are not made by the Legislature or Congress, this AGREEMENT shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department 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.

8. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this AGREEMENT. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. 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 Department.

10. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this AGREEMENT without the prior written approval of the Department.

11. Release.

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

12. Confidentiality.

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

13. Matters Affecting Clients.

- A. Clients shall be determined to be eligible by the Contractor according to the Community Services Block Grant standards of 125% of the national poverty level.
- B. Clients right to appeal:
 - 1. The Contractor shall establish and maintain a grievance and appeals system, including formal written grievance procedures reviewed by the Department. Clients may appeal a decision made by the Contractor within thirty (30) days which is adverse to them and may present grievances about the operation of the Contractor's services program as the operation pertains to and affects the client. The client shall be afforded an opportunity for timely review on such appeal or grievance. The Contractor shall render a written determination concerning the grievance within fifteen (15) days. A decision by the Contractor is subject to review and final determination by the Department and/or the Courts.
 - 2. The Contractor will advise clients of this right and of the right to review the Contractor's denial, exclusion from, or termination of services. The Contractor shall certify giving this notice to the client, in writing, on the client application form or by posted notice.
 - 3. The Contractor shall provide the Department with a copy of its grievance procedure and shall provide additional copies on request to clients or to the Department. If changes are made to the procedure, a copy shall be immediately sent to the Department for review and approval.

14. Contractor Personnel.

- A. Replacement of significant Contractor's personnel such as the Executive Director, the Fiscal Officer or the CSBG Program Coordinator shall be with personnel of equal ability, experience and qualifications. Any changes in the above specified positions shall be submitted to the Department for review within 30 (thirty) days. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments
- B. The Contractor warrants and represents that all employees to be assigned to the performance of this Agreement shall be assigned in accordance with the staffing plan in the Contractor's proposal.
- C. The Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

15. Constitution of Board.

- A. The governing body of the Contractor will be constituted so as to assure that (a) one-third (1/3) of the members of the board are elected public officials currently holding office or their representatives, except that if the number of elected officials reasonably available and willing to serve is less than one-third (1/3) of the membership of the board, membership on the board of appointive public officials may be counted in meeting such one-third (1/3) requirement; (b) at least one-third (1/3) of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representative of the poor in the area served; and (c) the remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. The Contractor also agrees to adhere to all provisions of the New Mexico statute governing the CSBG program, known as the Community Action Act.
- B. The Contractor shall submit a current list and letters of appointment showing which elected public officials have been appointed to the board, to which governing authority they have been elected and, if they are unable to serve themselves, the member of the board appointed to represent them. All elected officials must be currently holding office in the Contractor's service area. The Contractor

must inform the Department if any public official is replaced, and the Contractor shall submit to the Department documentation showing the election or the appointment of members on the board.

- C. The Contractor shall submit in writing to the Department, with their funding application, the democratic selection process by which representatives of the poor shall be selected to serve on the board.
- D. The Contractor shall submit with their funding application, a current list of all board members showing the length of time each member has served on the board and in what capacity.

16. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this AGREEMENT shall become the property of the State of New Mexico and shall be delivered to the Department 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.

17. Property.

- A. All property, with a purchase price of \$5,000 or more, acquired in whole or in part under this contract, must be approved by the Department prior to purchase. The approval process requires three price bids on the property.
- B. Title to all property furnished to the Contractor by the Department shall remain in the Department. Title to all property with a purchase price of \$5,000 or more, acquired by the Contractor in part or whole under cost reimbursable contracts, (including purchase by lease-purchase Agreement, the cost of which is reimbursed to the Contractor under this Agreement) shall vest in the Department after reimbursement of the cost by the Department and expiration or termination of this Agreement.
- C. The Contractor shall maintain a current property inventory record and shall establish and administer, in accordance with sound business practices, a program for the maintenance, repair, protection and preservation of the Department property so as to assure its full availability and usefulness for the performance of this Agreement.
- D. The Department property shall, unless otherwise provided herein or approved in writing by the Department, be used only for the performance of this Agreement.
- E. In the event that the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damages to the Department property, the Contractor shall use the proceeds to repair, renovate, or replace the Department property involved or shall credit such proceeds against the cost of the work, or shall otherwise reimburse the Department as directed by the Department.

18. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

19. Amendment.

This AGREEMENT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. 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.

21. Penalties for violation of law.

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

22. 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.

23. 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 Section 38-3-1 (G) NMSA 1978. 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.

24. Licensing.

The Contractor shall comply with all state and federal licensing standards, all applicable accrediting standards, and any other standards or criteria established or ordered by the Department to assure quality of services. All applicable certification must be explicitly stated. In the event of suspension or revocation of such licensing or accrediting standards, the Contractor must advise the Department, in writing, within ten (10) days of the suspension or revocation.

25. 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 Department.

26. Bonding.

The Contractor shall obtain and maintain at all times during the term of this Agreement a blanket Fidelity Bond covering the activities of the Contractor in an amount of at least 25% of the total dollar amount of this contract budget incorporated herein. It is suggested that the Contractor obtain a bond that covers 25% of the total agency budget/funding. The Contractor shall furnish the Department with a copy of the Bond certificate within thirty (30) days of the effective date of this Agreement.

The Contractor shall notify the Department in writing of any change in the Contractor's Bond status within ten (10) days of such change.

27. Insurance.

- A. The Contractor shall obtain within thirty (30) days of the effective date of this Agreement and maintain at all times during the term of this Agreement a liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. This policy shall include the area(s) covered by this Agreement, with adequate liability insurance coverage provided for herein of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The Contractor shall furnish the Department with written evidence of such insurance coverage within thirty (30) days of the effective date of this Agreement.
- B. The Contractor shall secure within thirty (30) days of the effective date of this Agreement and will notify the Department in writing of adequate fire and extended hazard insurance on all property in the custody of the Contractor which is furnished or owned by the Department or in which the Department has a financial interest.
- C. The Contractor shall make every effort to obtain and maintain comprehensive Board Liability insurance issued by an insurance company licensed to do business in the State of New Mexico. The Contractor shall furnish the Department with evidence of such coverage upon demand.

28. Records and Financial Audit.

- A. The Department shall determine whether to contract for an independent financial and functional audit to be conducted of the Contractor by an auditor licensed in the State of New Mexico or accept a single agency audit from the Contractor. The Contractor shall insure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written agreement with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single agency audits shall comply with procedures specified by the Department. The annual audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits.
- B. The Contractor shall have an audit performed for every twelve-month period of the Contractor's fiscal year of this Agreement. The audit report shall be completed and delivered to the Department no later than six (6) months after the end of the audited twelve (12) month period or in accordance with the audit schedule of the Contractor's cognizant funding source if that source is other than the Department. The Contractor must provide the Department with a letter stating that election and which agency is the Contractor's cognizant funding source, and attach documentation verifying that agency's requirements for completion and submission of the single agency audit. However, regardless of the cognizant funding source requirements, the Contractor must provide an audit for each twelve-month period of the contract. The Contractor may request an extension to the deadline for submission of the audit report in writing to the Department for good cause and the Department reserves the right to approve or reject any such request. The Department retains the right to contract for an independent financial and functional audit for funds and operations under this Agreement at the Department's expense if it determines that such an audit is warranted or desired.
- C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall provide the Department with four (4) originals of the audit report. The Department

will retain two (2) and one (1) each will be sent to the Department/Office of Inspector General and Agency/Administrative Services Division.

- D. Within thirty (30) days thereafter, or as otherwise determined by the Department in writing, the Contractor shall provide the Department with a response indicating the status of each of the exceptions or findings in the said audit report. *If either the exceptions or findings in the audit are not resolved within thirty (30) days, the Department has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.*
- E. This audit shall contain a report of financial expenditures by category for each program to facilitate ease of reconciliation by the Department. This audit shall also include a review of personnel records and a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circular A-122 and OMB Circular A-133.
- F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB A-133.
- G. The Contractor shall solicit bids at a minimum every four (4) years and shall retain an auditor for no longer than four (4) consecutive years.
- H. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

29. Project Reporting.

- A. The Contractor shall maintain program records required under this Agreement including but not limited to, individual eligibility determinations, service plans and narrative and statistical data at times, and to the extent requested by the Department. All such records shall be retained for a period of three (3) years. The Contractor shall take all steps to safeguard and warrant the maintenance of program records as required in OMB circulars or in federal/state regulations or statutes.
- B. The Contractor agrees that a program monitoring review including meetings with consumers, review of service records and plans, financial records, personnel records, salary schedules, job descriptions and meetings with any staff directly or indirectly involved in the provision of services hereunder, may be conducted at any reasonable time by the Department, the State of New Mexico and the federal government. The Department will issue a written report within 30 (thirty) days of its monitoring review.
- C. The Contractor shall assure free and unrestricted access to program documents, program operation and policy making activities and all meetings pertaining to the program to authorized officials of the Department and the federal government (i.e., the Department's liaison, contract services staff and audit staff) to insure compliance with the terms and conditions of this Agreement.

30. Indemnification.

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

31. 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:

(1) 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;

(2) 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;

(3) 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.

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

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

D. For Indefinite Quantity, Indefinite Delivery contracts (price AGREEMENTs without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees 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, depending on the dollar value threshold in effect at that time.

32. 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.

33. 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.

34. 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 Department: [insert name, address and email].

To the Contractor: [insert name, address and email].

35. Authority.

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

36. Debarment And Suspension And Other Responsibility Matters

Pursuant to CFR, Title 31, Part 19, Appendix A, the Contractor certifies, by signing this AGREEMENT, that it and its principals, to the best of its knowledge and belief:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or Contractor;
- B) Have not within a three-year period preceding this 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 transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C) 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 (1) (b) of this certification; and
- D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
Pamela S. Hyde J.D.
Secretary of Human Services Department

By: _____ Date: _____
[Insert Contractor Name]
[Insert Title]

Approved for legal sufficiency:

By: _____ Date: _____
Paul R. Ritzma
Human Services Department General Counsel

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:

CRS ID Number: _____

By: _____ Date: _____
Taxation & Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

ATTACHMENT A

SCOPE OF WORK

Note: See Attachment 18.5 in the Policy and Procedures Manual for the Community Services Block Grant (CSBG) Program: Outcome Plan form/Scope of Work (ROMA) and 12 National Performance Indicators

Policy and Procedures Manual For the Community Services Block Grant Program (effective 7-01-2008) <http://www.hsd.state.nm.us/isd/cap.html>

EXHIBIT A

CUSTOMER SERVICE UNIT

TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the New Mexico Human Services Department (HSD) and forever thereafter, to keep confidential all information and material provided by HSD or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with HSD, and not to release, use or disclose the same except with the prior written permission of HSD. This obligation shall survive the termination or cancellation of the Contract between Contractor and HSD or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to HSD, a client or customer of HSD, or to the owner of such information, inadequately compensable in damages and that, accordingly, HSD or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

EXHIBIT B

COMMUNITY SERVICES BLOCK GRANT POLICY AND PROCEDURE MANUAL 2009-2012

NOTE: See New Mexico Human Services Department web site:

Policy and Procedures Manual For the Community Services Block Grant Program (effective 7-01-2008)

<http://www.hsd.state.nm.us/pdf/CSBGPolicyManualFY20092012.pdf>

APPENDIX C
BUDGET PROPOSAL FORM

(NOTE: this document is available electronically in Microsoft Excel)

NEW MEXICO HUMAN SERVICES DEPARTMENT

Budget Proposal Form

For the Period January 16, 2009 through December 31, 2009

Acct w/Description	Budget Amount	Justification
520300 - Classified Perm Positions F/T		
520400 - Classified Perm Positions P/T		
520500 - Temporary Positions F/T & P/T		
TOTAL PERSONNEL SERVICES:		
521100 - Group Insurance Premium		
521200 - Retirement Contributions		
521300 - F I C A		
521400 - Workers' Comp Assessment Fee		
521500 - Unemployment Comp Premium		
521600 - Employee Liability Ins Premium		
521900 - Other Employee Benefits		
TOTAL EMPLOYEE BENEFITS		
535200 - Professional Services		
535300 - Other Services		
535400 - Audit Services		
535600 - Information Technology Services		
TOTAL CONTRACTUAL SERVICES		
542100 - Employee I/S Mileage & Fares		
542200 - Employee I/S Meals & Lodging		
542300 - Brd & Comm Member I/S Travel		
542500 - Transportation - Fuel & Oil		
542600 - Transp - Parts, Supplies, Maint & Repair		
542700 - Transp - Transportation Insurance		
542900 - Transp - Other Travel		
TOTAL TRAVEL AND TRANSPORTATION		
543100 - Maint - Grounds & Roadways		
543200 - Maint - Furn, Fixt, Equipment		
543300 - Maint - Buildings & Structures		
543400 - Maint - Property Insurance		
543500 - Maint - Supplies		
543700 - Maintenance Services		
543820 - Maintenance Information Technology		
543900 - Other Maintenance		
TOTAL MAINTENANCE AND REPAIRS		
544000 - Supply Inventory IT		
544100 - Supplies-Office Supplies		
544400 - Supplies-Field Supplies		
544800 - Supplies-Education&Recreation		
544900 - Supplies-Inventory Exempt		
TOTAL SUPPLIES		
545600 - Reporting & Recording		
545900 - Printing & Photo Services		
546100 - Postage & Mail Services		
546200 - Bond Premiums		

546300 - Utilities		
546400 - Rent Of Land & Buildings		
546500 - Rent Of Equipment		
546601 - Telecommunications		
546700 - Subscriptions & Dues		
546800 - Employee Training & Education		
546900 - Advertising		
TOTAL CONT SERVICES		
547300 - Care & Support		
547900 - Miscellaneous Expense		
TOTAL OTHER OPERATING COSTS		
548200 - Furniture & Fixtures		
548300 - Information Tech Equipment		
548400 - Other Equipment		
548800 - Automotive & Aircraft		
TOTAL CAPITAL OUTLAY		
549600 - Employee O/S Mileage & Fares		
549700 - Employee O/S Meals & Lodging		
549800 - Brd & Comm O/S Mileage & Fares		
549900 - Brd & Comm O/S Meals & Lodging		
TOTAL OUT OF STATE TRAVEL		
555100- Other Financing Uses (15% Admin Indirect Cost)		
TOTAL OTHER FINANCING USES		
GRAND TOTAL		

APPENDIX D

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX E

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: 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) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
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://insurenewmexico.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.

Signature of Offeror: _____ Date _____