

STATE OF NEW MEXICO
Human Services Department



REQUEST FOR PROPOSALS (RFP)

Refugee School Impact Program

RFP# 13-630-9000-0005

**TO PROVIDE PROFESSIONAL SERVICES
UNDER THE REFUGEE SCHOOL IMPACT PROGRAM (RSIP)
TO ASSIST LOCAL SCHOOL SYSTEMS IMPACTED BY SIGNIFICANT
NUMBERS OF NEWLY ARRIVED REFUGEE CHILDREN**

**State Fiscal Year 2013
(July 1, 2012 – June 30, 2013)**

ISSUE DATE NOVEMBER 30, 2012

TABLE OF CONTENTS

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

19. Right To Waive Minor Irregularities	14
20. Change in Contractor Representatives	15
21. Notice	15
22. HSD Rights	15
23. Right To Publish	15
24. Ownership of Proposals	15
25. Confidentiality	15
26. Electronic Mail Address Required	15
27. Use of Electronic Versions of this RFP	16
28. New Mexico Employees Health Coverage	16
29. Campaign Contribution Disclosure Form	16
30. Disclosure Regarding Responsibility	16
III. RESPONSE FORMAT AND ORGANIZATION	
A. NUMBER OF RESPONSES	18
B. NUMBER OF COPIES	18
C. PROPOSAL FORMAT	18
1. Proposal Organization	18
2. Letter Of Transmittal	19
IV. SPECIFICATIONS	
A. OVERVIEW	20
B. MANDATORY SPECIFICATIONS	20
C. DESIRABLE SPECIFICATIONS	22
1. Ability to Maintain, Track, and Provide Caseload Information and Statistics	22
2. Project Plan	22
3. Organization Management and Expertise	23
4. Past Performance	24
5. Cost Proposal/Budget	25
V. EVALUATION	
A. EVALUATION POINT TABLE/SUMMARY	26
B. EVALUATION FACTORS	27
C. EVALUATION PROCESS	29
VI. APPENDICES:	
A. ACKNOWLEDGMENT OF RECEIPT FORM	30
B. SAMPLE CONTRACT	31
Exhibit A, Scope of Work	48
C. CAMPAIGN CONTRIBUTION DISCLOSURE FORM	55
D. NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM	57
E. BUDGET	58
F. STATE LETTER #00-18	61

I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of this RFP is for the New Mexico Human Services Department (HSD) to solicit proposals from organizations that will provide professional services under the Refugee School Impact Program (RSIP) that assist local school systems impacted by significant numbers of newly arrived refugee children. The services are funded by and allowable under the Office of Refugee Resettlement (ORR), while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of the Refugee Resettlement Program (RRP). This funding for the RSIP is authorized under Section 412(c)(1)(A) of the Immigration and Nationality Act.

The RSIP provides services to newly arrived refugee children and families, with the goals of improving refugee student academic performance and social adjustment to schools as well as increasing parental involvement. The RSIP service provider will administer afterschool and summer school programs as well as family support workshops and will provide case management services targeted at improving student success and integration. Offerors shall provide evidence of experience and ability to work with multilingual and multicultural students; implement and monitor academic programming and student achievement; assess client skills and abilities; provide case management as needed; make appropriate referrals to community partners for support services; and provide family centered support services.

B. VISION

The mission of HSD is to reduce the impact of poverty on people living in New Mexico by providing support services that help families break the cycle of dependency on public assistance.

The purpose of the New Mexico RRP is to ensure the effective resettlement of refugees in the State of New Mexico through programs designed to meet one or more of the State's three major goals:

1. To provide for the effective resettlement of refugees in the shortest possible time after entrance into the State using coordinated supportive services. Effective resettlement means the refugees can access community resources that meet his or her basic needs related to employment, English Language Training (ELT), skills training, medical care, and social and cultural adjustments.
2. To promote economic self-sufficiency for refugees within the shortest possible time after entrance into the State through employment and integration by the coordinated use of financial, medical, and supportive services. Economic self-sufficiency is defined as having gainful employment in:
 - 1) a non-subsidized job for at least 90-days; and

- 2) receipt of a minimum wage; and
 - 3) a job that provides for basic economic needs of the person and family without reliance on public assistance.
3. To protect the refugees and the community from infectious disease and health related issues during resettlement.

This RFP will assist the HSD to strengthen, supplement and coordinate efforts in furtherance of the mission of the HSD and the Office of Refugee Resettlement.

C. SUMMARY SCOPE OF WORK

The purpose of this competitive RFP is to select an Offeror that has the experience and expertise to perform the requirements described within. The RSIP Scope of Work (SOW) attached to the Sample Contract as Exhibit A outlines the work to be performed by the RSIP service provider(s).

The HSD reserves the right to amend the SOW in response to federal mandate.

D. SCOPE OF PROCUREMENT

This procurement will result in one award. Offerors are encouraged to provide a collaborative response with identified partners. The scope of the procurement is to secure an agreement with a service provider who has the ability and resources to provide refugee children with services that enhance their school achievement and their successful integration into the New Mexico community as well as services that increase active parent involvement in their children's education. Such services are defined in the SOW attached to the Sample Contract as Exhibit A.

The term of the contract shall be for one (1) year with up to three (3) additional, optional, one (1) year extensions. In no case shall the total length of the contract, including all extensions, exceed four (4) years in duration.

E. PROCUREMENT MANAGER

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

Kresta-Leigh Opperman
Procurement Manager
Work and Family Support Bureau
Income Support Division, HSD
2009 S. Pacheco Street
Santa Fe, NM 87505
Phone: (505) 827-1328
Fax: (505) 827-7259

E-mail: Kresta.opperman@state.nm.us

All deliveries via express carrier should be addressed as follows:

Kresta-Leigh Opperman
Procurement Manager
2009 S Pacheco St
PO BOX 2348
Santa Fe, NM 87504-2348
Phone: (505) 827-1328
Fax: (505) 827-7259
E-mail: Kresta.opperman@state.nm.us

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

A copy of the RFP can be viewed on the HSD website at <http://www.hsd.state.nm.us>.

If the person completing the proposal has a disability and requires a reader, amplifier, sign language interpreter, or any other form of auxiliary aid/service to participate in any aspect of this process, they may contact the Procurement Manager listed above at least two weeks prior to the pre-proposal conference and/or proposal submission deadline. The Relay New Mexico Network can be used to contact the Procurement Manager at the number provided above, by dialing **7-1-1** or by calling one of the toll free numbers below:

TTY: 800-659-8331

Voice: 800-659-1779

VCO (Voice Carry Over): 877-659-4174

Speech-to-Speech: 888-659-3952

Spanish: 800-327-1857 (includes Spanish-to-Spanish and translation from English to Spanish)

http://www.hamiltonrelay.com/state_711_relay/state.html

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.

“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 HSD to monitor and manage all aspects of the contract resulting from this RFP.

“Contractor” means a service provider who is a party to the contract with the HSD.

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

“Desirable” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (in contrast with “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 Bureau of the Department of Finance and Administration for the State of New Mexico.

“Employer” means any for-profit, government agency, or not-for-profit business, regardless of location, that employs one or more persons.

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

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

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

“HSD” or “Agency” means the New Mexico Human Services Department.

“Income Support Division” (ISD) means the Division within the Human Services Department charged with administering the Refugee Resettlement Program.

“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.

“New Mexico Employee” means any person 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 submit a response to this RFP.

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

“Procurement Manager” means the person or designee authorized by the HSD 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.

“Refugee” individuals having or having held one of the refugee statuses as defined in §400.43 of the Code of Federal Regulations.

“Refugee Resettlement Program” (RRP) means the program administered by the HSD through federal funding to states which is designed to provide assistance to newly resettled refugees with a goal of assisting refugees to obtain self-sufficiency at the earliest possible time after arrival in the United States.

“Refugee School Impact Program” (RSIP) means the program administered by the HSD through federal funding to states which is designed to provide refugee children with services that enhance their school achievement and their successful integration into the New Mexico community as well as services to increase active parent involvement into their child’s education.

“Responsive Offer or Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP 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 RFP was made available to the general public, through any means AND the contract(s) sought as a result of that solicitation was/were awarded.

“Solicitations” means 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.

“Temporary Assistance to Needy Families” (TANF) means the program administered by the HSD under a federal block grant to states, that is designed to provide temporary assistance to families while transitioning parents into permanent employment. There is a maximum of 60 months of benefits within one's lifetime.

G. BACKGROUND INFORMATION

The New Mexico Human Services Department (HSD) manages state and federal funds that provide life's most basic necessities 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. HSD oversees the RRP for the State of New Mexico. The HSD is the fifth largest New Mexico state agency with approximately 2,000 employees in 51 office locations statewide. The HSD is organized into five Divisions 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 Fair Hearings Bureau.

The core of HSD's mission is to reduce the impact of poverty on people living in New Mexico by providing support services that help families break the cycle of dependency on public assistance. To this end, the HSD partners with other public and private agencies in setting goals as part of promoting independence and quality of life for their clients. The HSD's goals reflect the commitment to providing the best service possible to their clients through access, quality and accountability.

At the federal level the U.S. Congress passed The Refugee Act of 1980, which standardized the resettlement services for all refugees admitted to the U.S. This Act incorporates the definition of "refugee" used in the U.N. Protocol, and makes provision for regular flow as well as emergency admission of refugees, and authorizes federal assistance for the resettlement of refugees. The Refugee Act provides the legal basis for the ORR. Section 412(c)(1)(A) of the Immigration and Nationality Act authorizes the funding awarded to the State for the RSIP.

H. PROCUREMENT LIBRARY

The Procurement Manager has established an Internet 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. New Mexico State Purchasing Division includes links to Procurement Regulations and Request for Proposal – RFP instructions:
<http://www.generalservices.state.nm.us/spd/>.
2. New Mexico Annual Social and Economic Indicators:
<http://www.dws.state.nm.us/LMI/pdf/ASEI2011f.pdf>
3. New Mexico’s FY12 Refugee Resettlement State Plan:
<http://www.hsd.state.nm.us/pdf/isd/2012%20Refugee%20State%20Plan%20.pdf>
4. Office of Refugee Resettlement: <http://www.acf.hhs.gov/programs/orr/>

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

HSD intends that the following schedule govern the procurement under this RFP as closely as possible. However, with the exception of item no. 7, the Offerors' deadline to submit proposals, all dates in the schedule may be changed or set at HSD's discretion and without the need to amend the RFP. Dates or deadlines which are set or defined by statute or regulation are governed by such statute or regulation.

	Action	Responsibility	Date
1.	Issue of RFP	HSD	11/30/2012
2.	Pre-Proposal Conference	HSD	12/05/2012
3.	Signed Acknowledgement of Receipt	Potential Offerors	12/05/2012
4.	Distribution List Response	Potential Offerors	12/14/2012
5.	Deadline To Submit Additional Questions	Potential Offerors	12/14/2012
6.	Response to Written Questions/RFP Amendments	HSD	12/20/2012
7.	Submission of Proposal	Offerors	01/15/2013
8.	Proposal Evaluation	Evaluation Committee	01/16/2013 – 01/18/2013
9.	Selection of Finalists	Evaluation Committee	01/18/2013
12.	Finalize Contract	HSD	02/01/2013
13.	Contract Award Date	HSD and DFA/CRB	02/01/2013
14.	Protest Deadline	Offerors	Fifteen (15) days after award in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations
15.	Commence Refugee Services	Refugee Service Provider(s)	02/01/2013

*Dates subject to change based on number of responses to evaluate and final approval from federal partners, if applicable.

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 issued by the HSD.

Additional copies of the RFP can be obtained from the HSD web site at: <http://www.hsd.state.nm.us>.

2. Pre-Proposal Conference

A pre-proposal conference will be held on the date specified in Sec. II, A, location to be announced. Minutes of this conference will be distributed to the procurement distribution list.

3. Acknowledgement of Receipt

An acknowledgement of receipt of this RFP from the Offeror(s) agreeing that he/she has received a complete copy of the RFP, beginning with the title page and table of contents, and ending with Appendix F.

4. Distribution List Response

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt of RFP Form” (Appendix A) that accompanies this document to have their organization placed on the procurement distribution list. This form shall be signed by an authorized representative of the organization, dated, and returned by close of business on the date indicated in Sec. II, A to the procurement manager. Failure to return this form shall constitute a conclusive presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

The procurement distribution list will be used for the distribution of minutes of the pre-proposal conference, written responses to questions and any RFP amendments.

5. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date indicated in Sec. II, A. All written questions must be addressed to the Procurement Manager (see Section I, E).

6. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date indicated in Sec. II, A 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 five (5) days after the answers and/or amendments were issued.

7. Submission of Proposals

ALL OFFERORS' PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MOUNTAIN TIME ON January 15, 2013. 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 "Refugee School Impact Program RFP." Proposals submitted by facsimile will not be accepted.

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

8. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by HSD management. The evaluation process will take place during the time indicated in Sec. II, A. 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 Offerors.

9. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors on the date specified in Sec. II, A. Only finalists will be invited to participate in the subsequent steps of the procurement.

10. Best and Final Offers From Finalists

N/A

11. Oral Presentation

N/A

12. Finalize Contract

This contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the HSD, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The contract will be finalized on the date specified in Sec. II, A. In the event that mutually agreeable terms cannot be reached within the time specified, the HSD reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process, or to cancel the award.

13. Contract Award

The contract, after negotiations, appropriate State reviews and approvals, shall become effective after approval by the DFA. This date specified in Sec II, A is only approximately known as another State agency must make the final approval of the contract.

14. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as specified in Sec. II, A. 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. The protest must be delivered to the Central Purchasing Agent:

Danny Sandoval, ASD Director
Administrative Services Division
Human Services Department
PO BOX 2348
Santa Fe, NM 87504-2348

All deliveries via express carrier should be addressed as follows:

Danny Sandoval, ASD Director
Administrative Services Division
Human Services Department
729 St. Michael's Drive
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 Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, and the Procurement Regulation, 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 HSD. The HSD 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. All specifications, mandatory and desirable, are to be applied to all Offerors responding as potential contractors or subcontractors.

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 HSD personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative and 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 inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Procurement Manager 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 (which could include 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 HSD 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 HSD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The HSD 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 HSD 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 HSD and a contractor will follow the format specified by the HSD and contain the terms and conditions set forth in Appendix C, "Professional Services Contract". However, the HSD 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 HSD's terms and conditions, as contained in this Section or in Appendix C, that Offeror must propose specific alternative language. The HSD 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 HSD and will result in disqualification of the Offeror's proposal.

Offeror(s) 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 request to have included in a contract negotiated with the HSD.

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the HSD 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 in 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 HSD reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the HSD, 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. HSD Rights

The HSD 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 to reissue this RFP.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and contractors must secure from the HSD 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 will become the property of the HSD and the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor(s) 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 HSD.

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 HSD'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.6, Response to Written Questions/RFP Amendments).

27. Use of Electronic Versions of this RFP

This RFP is available by electronic means on the HSD's 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 HSD, the version maintained by the HSD shall govern.

28. New Mexico Employees Health Coverage

Employee health insurance coverage is mandatory to be awarded a contract based on an RFP. To be responsive to this RFP, and to be eligible for contract award, the Offeror must agree by signing the agreement attached hereto as Appendix D.

29. Campaign Contribution Disclosure Form

Offerors must complete and sign the Appendix C, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. (For purposes of this requirement, the applicable elected public officials within the Executive Branch are Governor Susana Martinez and Lt. Governor John A. Sanchez.)

30. Disclosure Regarding Responsibility

Any prospective Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency, or local public body.

B. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

D. Have, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds three thousand dollars (\$3,000.00) of which the liability remains unsatisfied.

1. Taxes are considered delinquent if both of the following criteria apply:

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

E. Have, within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, they will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal. Offerors may provide a collaborative response with identified partners.

B. NUMBER OF COPIES

Offerors shall provide one (1) original and six (6) identical copies of their proposal (Binder 1), one (1) original and six (2) identical copies of their cost proposal (Binder 2) and one (1) original and six (6) identical copies of supporting documentation (Binder 3) to the location specified in Section I, E on or before the closing date and time for the receipt of proposals.

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 in binders with tabs delineating each section. Type should be single spaced, Times New Roman 12 point font with 1 inch margins.

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

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

Binder #2

- e) Response to Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Budget Proposal Form
- h) Campaign Contribution Form (Appendix C)
- i) Employee Health Coverage Form (Appendix D)

Binder #3 (optional)

- j) Other Supporting Material

Within each section of the 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 will be deemed non-responsive and may be rejected on that basis.

A one page proposal summary may be included by the Offeror to provide the Evaluation Committee with an overview of the proposal; however, this material will be used in the evaluation process only if it is 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, 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. OVERVIEW

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

B. MANDATORY SPECIFICATIONS

Failure to comply with a mandatory specification will result in disqualification of the proposal.

1. Corporate Experience

- a. The Offeror shall give a brief history of itself and describe its form of organization (e.g., for-profit corporation, non-profit corporation, partnership, joint venture, etc.), including the years that the Offeror has been in business and a description of the Offeror's parent companies, subsidiaries or joint ventures. If the Offeror is an affiliate, designate the percent of the parent's total revenue that is generated by the Offeror. If the Offeror is a joint venture partner, designate the percentage of ownership and revenues recognized by each partner to the combined association. The Offeror shall also provide a description and an organizational chart displaying the Offeror's overall governance and management structure, including parent-subsidiary, affiliate, and joint-venture relationships.
- b. The Offeror must state previous relevant experience with contracted efforts similar to the one proposed in this RFP. The Offeror must also include identifying information on individuals and organizations that may be contacted by HSD concerning those contracts. The discussion of relevant prior experience should address each major part of Scope of Work outlined in Part II of this RFP and be presented in the same order.
- c. Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role each member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as any certifications or other professional credential that clearly shows proposed staff member's expertise.

2. Financial and Corporate Stability of Offeror

- a. The Offeror shall include evidence of the financial stability of its organization, along with the following financial information:

- 1) Offerors shall submit information regarding any mergers, acquisitions, or sales of the Offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.
 - 2) 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.
 - 3) Offerors should include a statement of intention and evidence of ability to procure, submit to the HSD, and maintain throughout the duration of the contract, a blanket Fidelity Bond in favor of the HSD to insure the Contractor's performance under the contract. The Contractor shall obtain and maintain at all times during the term of the 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. It is suggested that the Contractor obtain a bond that covers 25% of the total agency budget/funding.
- b) Offerors must submit a completed Employee Health Coverage Form as found in Appendix D of this RFP.
 - c) Offerors must submit a completed Campaign Contribution Disclosure form as found in Appendix C of this RFP.
 - d) Offerors must submit statement regarding conflict of interest attesting to the following:

The Offeror in the past five (5) years is not a current or former state employee or a business in which a current state employee has an interest greater than 20%.
 - e) Offerors shall include a signed statement that explicitly indicates acceptance of the Conditions Governing the Procurement outlined in Section II of this RFP and the Offeror's agreement to comply with all requirements as described in this RFP, including all appendices, attachments, written clarifications, and amendments provided during the procurement process. If the Offeror is unwilling to comply with any terms, conditions, or other requirements of this RFP, the Offeror shall clearly describe any deviations from the terms, conditions, or requirements, and shall include a complete explanation of alternative terms and reasons such deviations are proposed. The HSD may or may not accept alternative language.
 - f) In accordance with OMB A-133, Offerors must complete and submit to HSD copies of their organization's most recent year's audit report (also referred to as a single audit), as well as those for the preceding two (2) years. The submissions should include the audit

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

- g) Offeror, if not-for-profit, shall include a copy of approved Articles of Incorporation, as well as:
- 1) proof of current federal tax exempt status [501(c)(3)] designation with the most recently filed IRS Form 990;
 - 2) the Articles of Incorporation;
 - 3) a list of all board members; and
 - 4) a copy of the bylaws, a list of board committees and copies of the minutes of the three most recent meetings for the full board.

C. DESIRABLE SPECIFICATIONS

1. Ability to Maintain, Track, and Provide Caseload Information and Statistics

Offeror should have the ability to collect and maintain accurate caseload information and statistics, track client status and participation, and provide required reports to HSD within established deadlines. The RSIP provider should have the ability to:

Collect, analyze, and report specific program information related to all services that participants are involved in and all assessments conducted with participants, as a means of providing evidence to HSD that program requirements are being met. Reports are to be submitted to HSD on a monthly basis or as described in the SOW (Exhibit A).

Offeror should describe their experience and ability to maintain accurate caseload information and statistics, track client status and participation, and provide timely reports. Offeror should include description of how information will be captured, tracked, and maintained and evidence of the ability to maintain, track and provide data. The offer may provide copies of sample reports if available. Offeror should provide a detailed narrative describing how it meets or will meet this specification.

2. Project Plan

The RSIP is administered by HSD which has responsibility for program direction and oversight. HSD, through contracts with service providers, delivers integrated services to eligible refugees, providing refugee children with services that enhance their school achievements and their successful integration into the community as well as providing services that increase parent involvement in their children's education.

The Offeror(s) should provide a detailed description of how program deliverables will be achieved including:

- a. Providing integrated services to families and children resettled from a variety of countries with a variety of cultural backgrounds and whose primary language is not English;
- b. Administering English as a Second Language (ESL) testing;
- c. Collaborating with and maintaining open lines of communication with local school systems and community partners that provide student and family services;
- d. Ensuring students have access to bilingual, bicultural counselors and aids who provide students with support and who assist with social adjustment and general well-being;
- e. Implementing curriculum based programing for after and summer school programs as well as for family support workshops;
- f. Providing outreach to eligible refugees;
- g. Providing case management services as described in the SOW (Exhibit A);
- h. Identifying how community partnerships will be used to provide support services to refugee students and families; and
- i. Meeting the responsibilities as described in the SOW (Exhibit A) of the Sample Contract in Appendix B.

3. Organization Management and Staff Expertise

Offerors should submit a statement as evidence of organizational management and expertise, and include:

- a. Evidence of the organization's effective internal communications, transfer of knowledge, training of staff and distribution of information.
- b. Three (3) external letters of support and three (3) client references from clients who have received similar services to those specified in this RFP 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 organization/name of client
 - b. current address of organization/client
 - c. name of the contact person (if organization)
 - d. telephone number of contact person, and
 - e. dates and description of the services provided.

- c. 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 organization, organization current address, name of the contact person, telephone number, and the date and description of the services provided.
- d. A description of the experience level, technical knowledge, and education of key organizational staff and any subcontractors, including CEO or executive director, fiscal manager, operational staff, and all personnel required to complete the Contractor responsibilities described in this RFP and the SOW, Exhibit A. The Contractor is not to assume or propose the use of State staff to conduct any work pursuant to this RFP. The Offeror should include any experiences of the proposed core team relevant to any projects of the type, size, and scope of this project. Special attention should be given to experience related to providing services to refugee 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

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

Pertaining to key positions that are not filled, Offerors must provide information on efforts to fill those positions and detailed job descriptions of each position.

4. Past Performance

Offerors should submit a statement of relevant organizational experience within the last five (5) years, including the experience of major subcontractors in successfully delivering services to students and families to assist them in improving academic performance and social adjustment to schools as well as to increase parent involvement in children's education. Evidence of experience providing services for students and individuals of diverse cultural and linguistic backgrounds should also be provided. Evidence of prior program outcomes including improvement in student enrollment, retention, involvement, and academic achievement should be provided. The narrative in response to this factor should thoroughly describe the following information (referencing the subsections in sequence) to evidence the Offeror's experience:

- a. A brief statement and evidence of successful performance by the Offeror of same or similar services sought under this RFP.
- b. Description and evidence of the Offeror's knowledge, experience, and success with curriculum development and implementation, or implementation of existing evidence based curricula.

- c. Description and evidence of the Offeror's experience and success with education and skills training targeted at student achievement, well-being, and social adjustment;
- d. Description and evidence of the Offeror's experience and success with parent education targeted at increasing parent involvement and parental support;
- e. Description and evidence of the Offeror's experience providing case management that positively affect student success and well-being; and
- f. Description and evidence of the Offeror's experience providing, or ensuring access to, appropriate student mental health services.
- g. Offerors should have the ability and experience to provide services in a manner that is culturally and linguistically compatible with a refugee client's language and cultural background and provide assistance to Limited English Proficiency (LEP) clients in accordance with Health and Human Services guidance and ORR State Letter #00-18 (Appendix F).

The Offeror should provide a detailed narrative, of no more than ten (10) pages, describing how it meets or will meet this specification.

5. Detailed Cost Proposal/Budget

The proposal should include a detailed description and line item budget on how the grant will be used to serve eligible refugees. The Budget Proposal Form (Appendix E) must be used to summarize all costs and expenses.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

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

	Factor	Points Available
B.	Mandatory Specifications	
	1. Corporate Experience	Pass/Fail
	2. Financial and Corporate Stability of Offeror	Pass/Fail
	3. Employee Health Coverage Form (Appendix D)	Pass/Fail
	4. Campaign Contribution Form (Appendix C)	Pass/Fail
	5. Statement Regarding Conflict of Interest	Pass/Fail
	6. Acceptance of Terms and Conditions	Pass/Fail
	7. If non-profit status:	Pass Fail
	a. 501 (c) 3	Pass/Fail
	b. Articles of Incorporation	Pass/Fail
	c. Board of Directors Composition	Pass/Fail
	d. Board Bylaws, Committees, and Minutes	Pass/Fail
C.	Desirable Specifications	
	1. Evidence of ability to maintain caseload information and statistics, accurately track client status and participation, and provide required reports to HSD in pre approved formats.	100 points
	2. Project plan. Detailed description of how program deliverables will be achieved including:	200 points
	a. Providing integrated services to families and children resettled from a variety of countries with a variety of cultural backgrounds and whose primary language is not English.	30 points
	b. Administering ESL testing.	10 points
	c. Collaborating with local school systems and community partners.	10 points
	d. Ensuring students have access to bilingual bicultural counselors and aids.	20 points
	e. Implementing curriculum based programing.	30 points
	f. Providing outreach to eligible refugees.	10 points
	g. Providing case management services.	10 points
	h. Identifying how community partnerships will be used to provide support services.	30 points
	i. Meeting the responsibilities as described in the SOW (Exhibit A).	50 points
	3. Organizational management and staff expertise	150 points
	a. Evidence of the organization's effective internal communications, transfer of knowledge, training of staff and distribution of information.	50 points
	b. References and letters of support as described in Section IV, C 2.	50 points
	c. Experience, education and expertise of key personnel who will deliver services to refugees.	50 points
	4. Past Performance	300 points
	a. Brief statement and evidence of successful performance by the Offeror of same or similar services sought under this RFP.	60 points
	b. Description and evidence of the Offeror's knowledge, experience, and success with curriculum development and implementation, or implementation of existing evidence based curricula.	50 points
	c. Description and evidence of the Offeror's experience and success with education and skills training targeted at student achievement, well-being, and social adjustment.	50 points
	d. Description and evidence of the Offeror's experience and success with parent education	50 points

	targeted at increasing parent involvement and parenting support.	
	e. Description and evidence of the Offeror’s experience providing case management that positively affect student success and well-being.	30 points
	f. Description and evidence of the Offeror’s experience providing, or ensuring access to, appropriate student mental health services.	30 points
	g. Ability and experience providing services in a manner that is culturally and linguistically compatible with a refugee client’s language and cultural background.	30 points
	5. Detailed Cost Proposal/Budget (using template attached as Appendix E)	250 Points
	Total	1000

B. EVALUATION FACTORS

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

Mandatory Specifications: (Pass/Fail)

1. Corporate Experience
2. Financial and Corporate Stability of Offeror
3. Employee Health Coverage Form (Appendix D)
4. Campaign Contribution Form (Appendix C)
5. Statement Regarding Conflict of Interest
6. Acceptance of Terms and Conditions
7. If non-profit status, submission of:
 - 501 (c) 3 designation
 - Articles of Incorporation
 - Board of Directors Composition
 - Board Bylaws, Board Committees and Minutes

Desirable Specifications:

1. Evidence of ability to maintain caseload information and statistics, accurately track client status and participation, and provide required reports to HSD in pre-approved formats (100 points).
2. Outline of an effective program strategy to attain program outcomes. (Total: 200 Points)

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

- Providing integrated services to families and children resettled from a variety of countries with a variety of cultural backgrounds and whose primary language is not English (30 points);
- Administering ESL testing (10 points);
- Collaborating with local school systems and community partners (10 points);

- Ensuring students have access to bilingual, bicultural counselors and aids (20 points);
 - Implementing curriculum based programing (30 points);
 - Providing outreach to eligible refugees (10 points);
 - Providing case management services (10 points);
 - Identifying how community partnerships will be used to provide support services (30 points); and
 - Meeting the responsibilities as described in the SOW (Exhibit A) (50 points).
3. Organizational management and expertise. (Total: 150 Points)

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

- Efficient use of expertise within its organization, such as, internal communications, tools for effective transfer of knowledge, training of staff and distribution of information (50 points);
 - References and letters of support as described in Section IV, C 2 (50 points); and
 - Experience, education and expertise of key personnel who will deliver services refugees (50 points)
4. Past performance. (Total: 300 Points)

Points will be awarded based upon an evaluation of the Offeror's experience and knowledge in the following areas:

- Experience performing services sought under this RFP (60 points);
- Description and evidence of the Offeror's knowledge, experience, and success with curriculum development and implementation, or implementation of existing evidence based curricula (50 points);
- Description and evidence of the Offeror's experience and success with education and skills training targeted at student achievement, well-being, and social adjustment (50 points);
- Description and evidence of the Offeror's experience and success with parent education targeted at increasing parent involvement and parenting support (50 points);
- Description and evidence of the Offeror's experience providing case management that positively affect student success and well-being (30 points);

- Description and evidence of the Offeror’s experience providing, or ensuring access to, appropriate student mental health services (30 points);
 - Ability and experience providing services in a manner that is culturally and linguistically compatible with a refugee client’s language and cultural background (30 points).
5. Cost Proposal/Budget (250 Points)

Points will be awarded utilizing the following formula:

$$\frac{\text{Lowest Offeror Total Cost}}{\text{Offeror's Total Cost}} \times 250 = \text{Award Points}$$

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.
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. The responsible Offeror(s) whose proposal is/are most advantageous to the HSD, 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
ACKNOWLEDGEMENT OF RFP RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 5, 2012. 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 HSD'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 RFP.

Firm does/does not (circle one) intend to respond to this RFP.

Kresta-Leigh Opperman
Procurement Manager, Work & Family Support Bureau
Income Support Division, HSD
2009 S. Pacheco Street
Santa Fe, NM 87505
Phone: (505) 827-1328
Fax: (505) 827-7259
E-mail: Kresta.opperman@state.nm.us

APPENDIX B

SAMPLE CONTRACT

STATE OF NEW MEXICO

HUMAN SERVICES DEPARTMENT
SAMPLE PROFESSIONAL SERVICES CONTRACT

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

1. Scope of Work

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

Performance Measures

The Contractor shall substantially perform the Performance Measures described in Exhibit A, Scope of Work, attached to this PSC and incorporated herein by reference.

2. Compensation

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

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed (AMOUNT, IN WORDS THEN IN PARENTHESES) in FYXX.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by

the HSD 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.

(OR CHOICE – MULTI-YEAR)

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to THE Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed **(AMOUNT) in FYXX**.

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

B.(REPLACES B, ABOVE, WHICH IS FOR A SINGLE YEAR CONTRACT)
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 DFA. All invoices MUST BE received by the HSD 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.**

C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term

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

4. 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 HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the HSD 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 HSD 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 CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

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

5. Appropriations

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

6. Status of the Contractor

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

7. Assignment

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

8. Subcontracting

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

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

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

12. Conflict of Interest; Governmental Conduct Act

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

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

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

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

employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

13. Amendment

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

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

14. Merger

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

15. Penalties for Violation of Law

The Procurement Code, 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.

16. Equal Opportunity Compliance

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

17. Applicable Law

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

18. Workers Compensation

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

19. Records and Financial Audit

A. The Contractor shall maintain detailed 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 HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent A-133 audit at the Contractor's expense, as applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be made available to the HSD and any other authorized entity as required by law within fifteen (15) days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD.

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

E. This audit shall contain a schedule of financial expenditures for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

20. Indemnification

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

21. New Mexico Employees Health Coverage

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

B. The 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. The 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://insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting

The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If the contractor has two hundred fifty (250) or more employees the contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should the contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. The Contractor also agrees to levy this

requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. The Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. The Contractor acknowledges that this sub requirement applies even though the contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if the Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition

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

24. Enforcement of Agreement

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

25. Notices

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

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

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

26. Authority

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

27. Debarment and Suspension

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSC the Contractor certifies by signing this PSC, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

(1) The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the PSC.

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

debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

28. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

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

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

29. Non-Discrimination

A. The Contractor agrees to comply fully with Title IV of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans

With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this PSC, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

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

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

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

30. Drug Free Workplace

A. Definitions. As used in this paragraph—

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

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

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

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

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

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

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

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

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);

(4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

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

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

31. Findings and Sanctions

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this PSC and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor with the jurisdiction and authority finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

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

32. Performance

In performance of this PSC, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

B. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this PSC. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this PSC. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

C. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

D. No work involving returns and return information furnished under this PSC will be subcontracted without prior written approval of the Internal Revenue Service (IRS).

E. The Contractor will maintain a list of employees authorized access. Such list will be provided to the HSD and, upon request, to the IRS reviewing office.

F. The HSD will have the right to void the PSC if the Contractor fails to provide the safeguards described above.

33. Criminal/Civil Sanctions

A. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information

disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any returns or return information made available in any format shall be used only for the purpose of carrying out the provisions of this PSC. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this PSC. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

C. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.

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

E. Granting a contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the HSD's security policy and procedures for safeguarding IRS information. The Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the HSD's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the

incident response policy and procedure for reporting unauthorized disclosures and data breaches (See IRS Publication 1075, Tax Information Security Guidelines). For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

34. Inspection

The IRS and the HSD shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this PSC. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

The remainder of this page intentionally left blank.

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

By: _____ Date: _____
Cabinet Secretary
Human Services Department

By: _____ Date: _____
Office of General Counsel
Human Services Department

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

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

By: _____ Date: _____
State Purchasing Agent

Exhibit A
Scope of Work

A. HSD shall:

1. Act as the funding agency and work with the Office of Refugee Resettlement (ORR), through the state Contract Manager, to obtain funding to cover this PSC.
2. Provide training and technical assistance to the Contractor relative to usage and reporting of Refugee Program funding as appropriate.
3. Supply the Contractor with related informational data to assist the Contractor in performing services as stated in this Scope of Work.
4. Disburse funds to the Contractor, on a reimbursement basis, upon receipt of monthly invoices prepared by the Contractor that contain detailed fiscal documentation. All Refugee funds disbursed to the Contractor under this PSC shall be federal monies. No HSD state funds shall be transferred, disbursed or reimbursed to the Contractor under the terms of this PSC.
5. Certify monthly Contractor billing invoices, which are subject to approval by the HSD Contract Manager, to ensure that expenditures meet all federal and state requirements.
6. Payments made by the HSD using federal funds are contingent upon receipt by the HSD of anticipated funds. In the event of future reductions of such funds, the HSD shall reserve the right to reduce payments and services provided for herein, or in the alternative, to exercise the right of termination.
7. Be allowed to deduct from amounts otherwise payable to the Contractor under this PSC or addendum thereto, monies overpaid to the Contractor and therefore determined to be due to HSD from the Contractor.
8. Conduct at least one on-site review of the program during the year.

B. The Contractor shall:

FISCAL REQUIREMENTS

1. Submit a budget [EXHIBIT B] that must be approved by the Contract Manager designated by HSD, for operations cost. The Contractor shall prepare a budget for the contracted amount that includes all line item elements as prescribed by the New Mexico Department of Finance and Administration (DFA) for: positions, personnel, employee benefits, contractual services, transportation, maintenance/repairs, operating costs, capital outlay, etc., [<http://www.dfafcd.state.nm.us/manuals/coa.pdf>]. The budget must be provided to HSD by the 30th calendar day following the effective date of this PSC. No payment shall be made under this PSC unless the Contract Manager approves the program budget

required under this PSC. The approved budget shall provide the basis for the services provided under this PSC. The budget shall not be altered without the written approval of the HSD.

2. Comply with all federal and state laws and regulations relating to the uses and expenditures of the funds disbursed to the Contractor under this PSC.
3. Comply with and adhere to all federal and state laws and regulations including Office of Management and Budget (OMB) Circular A-133 and OMB Circular A-122 relating to the uses and expenditures of the funds disbursed to the Contractor. Maintain fiscal records necessary for full accountability. Comply with accounting and fiscal requirements applicable to handling any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this PSC. All expenditures shall be in accordance with the line item budget. The Contractor shall maintain records to document expenditures. Records shall be made available to the HSD upon request.
4. Invoice HSD's Income Support Division (ISD) for the costs incurred in administering the Refugee School Impact Program. Ensure that monthly invoices submitted by the Contractor to the HSD are received by the HSD no later than the 15th day of the month following the end of each month with the exception of the month ending June 30, 2013, for which invoices must be received no later than July 10, 2013. Failure to adhere to these requirements may result in a reduction of available funds and non-payment of invoices. The carryover of funds between fiscal years shall not be permitted. The HSD will make every effort to make payment to the Contractor within 30 days from receipt of a correct Invoice, Invoice Transmittal form, and Expenditure Balance Report. Expenditure Balance Reports with negative balances will not be accepted.
5. Billing must include, at a minimum, the following:
 - a. Expenditure Balance Report adhering to the Department of Finance and Administration (DFA) Expenditure Chart of Accounts (<http://www.dfafcd.state.nm.us/manuals/coa.pdf>) [EXHIBIT C]
 - b. The invoice [EXHIBIT D] must be attached to the Invoice Transmittal form [EXHIBIT E] and at a minimum, include:
 - i. The total amount expended for the Refugee School Impact Program; and
 - ii. Total amount invoiced for the Refugee School Impact Program.
6. If HSD determines that a revision to the billing is needed a complete revised billing packet including Invoice, Invoice Transmittal form, and Expenditure Balance Report shall be provided by the Contractor.
7. As fiscal agent for the Refugee School Impact Program, the Contractor shall abide by its regulations and all fiscal matters compliant with regulations of the New Mexico Procurement Code and the State Auditor's Office.
8. Ensuring that Budget Adjustment Requests (BARs) [EXHIBIT F] are submitted to the

HSD contract manager as necessary. These BARs are subject to HSD approval.

9. Include the audit of all funds received by virtue of this PSC in the regular Contractor independent audit. An original copy of the independent audit report must be provided to the HSD and any other authorized entity as required by law upon completion of the final audit report.
10. Upon termination of this PSC or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the Contractor to the HSD.
11. Provide HSD with a quarterly inventory of assets and fixed assets purchased with program funds. The contractor shall use the appropriate forms [EXHIBIT G] to complete this quarterly inventory.

PROGRAM REQUIREMENTS

1. Ensure that services are limited to eligible refugees, asylees, Cuban and Haitian entrants, certain Amerasians from Vietnam who are admitted to the U.S. as immigrants, certain Amerasians from Vietnam who are U.S. citizens, victims of a severe form of trafficking who receive certification or eligibility letter from ORR and certain other specified family members, and Iraqi and Afghan Special Immigrants as defined in 45 CFR 400.43 and ORR State Letter No. 00-17. The Contractor shall:
 - a. Maintain in the client's case file documented proof, issued by USCIS or certification form ORR, that the individual holds, or has held, one of the refugee statuses as defined in 45 CFR 400.43.The term "refugee" is used in this SOW for convenience and is intended to encompass all such persons who are eligible to participate in refugee program services, as defined above.
2. Ensure that services are targeted to the purpose of the Refugee School Impact Program which is to assist refugee children in improving their academic performance and social adjustment to schools as well as to increase parental involvement in their child's education.
3. Provide services to newly arrived refugee students between the ages of 5 and 18 and their families. Students eligible for this program have been in the U.S. for three years or fewer and continue to face serious challenges. Refugee students who have been in the U.S. fewer than three years at the beginning of the school year are eligible for services until the end of the school program year. Refugee students over 18 years of age who are full-time high school students remain eligible up to the State age limits for high school education.
4. Verification on an enrollee's eligibility for services under this program shall be included, and maintained, in the client record.
5. Comply with all federal and state laws, regulations and requirements and subsequent

directives issued by the Office of Refugee Resettlement to the HSD that are subsequently issued by the HSD to the Contractor. Federal mandates imposed on HSD shall apply to the Contractor.

6. Comply with and abide by federal and state requirements regarding the provision and maintenance of such financial, programmatic and operational records as are necessary for federal and state monitoring of the Refugee School Impact Program; including but not limited to documentation of services and assistance provided, including identification of individuals receiving those services. All such records shall be made available to HSD upon request.
7. Comply with Federal mandates regarding the provision of Refugee School Impact funded services.
8. Use and maintain a comprehensive Individual Service Plan (ISP), approved by HSD, for each refugee student enrolled in the program. The ISP shall outline the services the student, and his/her family, will receive, the steps necessary for academic success, and resource and referral information provided to the student and family.
 - a. The proposed ISP form must be provided to HSD by the 30th calendar day following the effective date of this PSC for approval.
9. Each student shall receive a comprehensive English as a Second Language (ESL) assessment upon enrollment. The assessment shall be administered quarterly to assess student progress. Verification that assessments were completed and assessment scores shall be maintained in the student record and made available to HSD upon request.
10. Work in close collaboration with, and maintain open communication with the local school system and community partners providing student and family services.
11. Maintain an on staff, or contracted, bilingual bicultural counselor(s) or aide(s) to provide students with support and to assist them with social adjustment and well-being. Such support may be provided either in school or outside of school based upon student needs and coordination with the school district. Referrals for additional mental health and well-being resources should be developed and made to students and families as needed.
12. Identify and maintain appropriate referrals for student mental health services.
13. The Refugee School Impact Program will include the following programmatic areas:
 - a. Afterschool and Summer School Programs:
 1. Develop and implement an engaging, culturally relevant, after school program curricula with an academic focus. The curricula should include ESL instruction, mathematic fundamentals, homework assistance, and general life skills. The

Contractor may utilize an existing evidenced base curriculum for the program rather than developing a curriculum.

2. Develop and implement an innovative summer school curricula focused on continued learning and retention over the school break. The curricula should include academic enrichment activities, recreational activities, arts and crafts, field trips, and visits from local organizations. The Contractor may utilize existing evidenced base curricula for the program rather than developing curricula.
 3. Facilitate parent involvement in both the afterschool and summer school programs. Parent involvement, and active participation, in both the afterschool and summer school programs. Examples of active parent involvement may include acting as chaperones, tutors, guest speakers, or craft instructors.
 4. The curriculum for both the afterschool and summer school programs shall be made available to HSD upon request.
- b. Family Support Workshops:
1. Develop and implement Family Support Workshops designed to educate parents about various aspects of American culture and the academic system, as well as to provide support to parents who may be struggling with parental roles in the U.S.
 2. The workshops will be held on a bi-weekly basis and will address topics such as understanding and accessing the Albuquerque Public School System and available local, state, and federal support systems, as well as general issues such as health and safety, community participation, nutrition, laws, academic success, parenting, and healthy family relationships.
 3. Workshops shall be open to refugee parents of students enrolled in the Refugee School Impact Program.
 4. Workshops shall be provided in a linguistically and culturally appropriate manner.
- c. Case Management Services:
1. Students and families shall be provided with, and connected to, community resources and referrals to support student academic success and integration.
 2. As needed families shall receive assistance:
 - a. registering for school and extracurricular activities;
 - b. applying for the free and reduced lunch program;
 - c. ensuring vaccines necessary for school enrollment are received;
 - d. coordinating and attending parent teach conferences; and
 - e. interpretation and translation services

3. Families shall be provided with an orientation to the school and bus systems.
14. Identify and maintain appropriate referrals for student mental health services

PERFORMANCE MEASURES

1. 100% of students enrolled in the Refugee School Impact Program will have an ISP on file.
2. 100% of students enrolled in the Refugee School Impact Program will have received an initial ESL assessment upon enrollment and a follow up assessment quarterly during the duration of his/her time enrolled in the program.
3. 90% will show improvement on the ESL assessment of at least 10% at subsequent testing.
4. 80% of students will show improvement in their GPA during the time they are enrolled in the program.
5. 95% of students will be promoted to the next grade level. The contractor shall review the ISP of students not promoted to the next grade level for effectiveness and make adjustments to assist the student. Such students will receive additional intensive support to address their academic needs.
6. Parental involvement will be measured by parental participation in student activities and attendance at Family Support Workshops. Parental involvement will increase by 30% over the period of time that they are enrolled in the program.

REPORTING REQUIREMENTS

1. Submit monthly service report due on the 15th day of the month following the end of the month in which the services were provided. Monthly reports shall include:
 - a. Major activities and accomplishments of the program during the month as well as the challenges faced;
 - b. Significant findings and events including information related to the performance measures listed above;
 - c. Description of project-related dissemination activities carried out over the reporting period to include a copy of any newspaper, newsletter, magazine article, or other published material considered relevant to the project activities or used for public relations purposes;
 - d. An unduplicated numerical report of the number of students served, the cultural breakdown of the students served, and the number of students, or families, who received services in each service area.

MISCELLANEOUS REQUIREMENTS

1. Maintain a designated contact person and/or program coordinator.

2. Maintain open lines of communication with HSD.
3. Timely submit all reports to the Contracts Manager at:

Kresta Opperman
State Refugee Coordinator
Income Support Division
Department of Human Services
P.O. Box 2348
2009 S Pacheco Street
Santa Fe, NM 87504

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state 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 RFP and ending with the award of the contract or the cancellation of the RFP.

APPENDIX D

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, at a minimum, the following web site link to additional information <http://insurenwemexico.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 _____

APPENDIX E

Budget

Program Name - Refugee School Impact

Line Item	Line Item Description	BUDGET	Justification
520100	EXEMPT PERMANENT POSITIONS - FT & PT		
520200	TERM POSITIONS - FT & PT		
520300	CLASSIFIED PERMANENT POSITIONS - FT		
520400	CLASSIFIED PERMANENT POSITIONS - PT		
520500	TEMPORARY POSITIONS - FT& PT		
520600	PAID UNUSED SICK LEAVE		
520700	OVERTIME AND OTHER PREMIUM PAY		
520800	ANNUAL & COMPENSATORY LEAVE PAID AT SEPARATION		
520900	DIFFERENTIAL PAY		
	PERSONNEL SERVICES TOTAL	\$ -	
521100	GROUP INSURANCE PREMIUM		
521200	RETIREMENT CONTRIBUTIONS		
521300	F.I.C.A.		
521400	WORKER'S COMPENSATION ASSESSMENT FEE		
521401	GSD WORKER'S COMPENSATION ASSESSMENT PREMIUM		
521500	UNEMPLOYMENT COMPENSATION PREMIUM		
521600	EMPLOYEE LIABILITY INSURANCE PREMIUM		
521700	RETIREE HEALTH CARE ACT CONTRIBUTION		
521900	OTHER EMPLOYEE BENEFITS		
	EMPLOYEE CONTRIBUTIONS TOTAL	\$ -	
535100	MEDICAL SERVICES		
535200	PROFESSIONAL SERVICES		
535300	OTHER SERVICES		
535400	AUDIT SERVICES		
535500	ATTORNEY SERVICES		
535600	INFORMATION TECHNOLOGY SERVICES		
	CONTRACTUAL SERVICES TOTAL	\$ -	
542100	EMPLOYEE IN-STATE MILEAGE & FARES		
542200	EMPLOYEE IN-STATE MEALS & LODGING		
542300	BOARD & COMMISSION MEMBER IN-STATE TRAVEL		
542400	EMPLOYEE NON-ROUTINE PARTIAL DAY PER DIEM IN-STATE TRAVEL		
542500	TRANSPORTATION - FUEL & OIL		
542600	TRANSPORTATION - NON-TAXABLE - PARTS & SUPPLIES, TAXABLE - MAINTENANCE & REPAIR SERVICES		
542700	TRANSPORTATION - TRANSPORTATION INSURANCE		
542800	TRANSPORTATION - STATE TRANSPORTATION POOL CHARGES		
542900	OTHER TRAVEL		
	TRAVEL AND TRANSPORTATION TOTAL	\$ -	
543100	MAINTENANCE - GROUND & ROADWAYS		
543200	MAINTENANCE - FURNITURE FIXTURES & EQUIPMENT		

543300	MAINTENANCE - BUILDING & STRUCTURES		
543400	MAINTENANCE - PROPERTY INSURANCE		
543500	MAINTENANCE - MAINTENANCE SUPPLIES		
543600	MAINTENANCE - LAUNDRY/DRY CLEANING		
543700	MAINTENANCE - MAINTENANCE SERVICES		
543800	INFORMATION TECHNOLOGY MAINTENANCE		
543900	OTHER MAINTENANCE		
	MAINTENANCE & REPAIRS TOTAL	\$	-
544000	SUPPLIES - INVENTORY EXEMPT INFORMATION TECHNOLOGY		
544100	SUPPLIES - OFFICE SUPPLIES		
544200	SUPPLIES - MEDICAL, LAB & PERSONAL SUPPLIES		
544300	SUPPLIES - DRUGS		
544400	SUPPLIES - FIELD SUPPLIES		
544500	SUPPLIES - FOOD		
544600	SUPPLIES - KITCHEN SUPPLIES		
544700	SUPPLIES - CLOTHING, UNIFORMS, & LINEN		
544800	SUPPLIES - EDUCATION & RECREATIONAL SUPPLIES		
544900	SUPPLIES - INVENTORY EXEMPT		
	SUPPLIES TOTAL	\$	-
545600	REPORTING & RECORDS		
545700	DoIT - ISD SERVICES		
545701	DoIT - HUMAN CAPITAL MANAGEMENT (HCM) Fee		
545800	RADIO COMMUNICATIONS SERVICES		
545801	DoIT - RADIO COMMUNICATION SERVICES		
545900	PRINTING & PHOTOGRAPHIC SERVICE		
546000	GSD BUILDING USE FEE		
546100	POSTAGE & MAIL SERVICE		
546200	BOND PREMIUMS		
546300	UTILITIES		
546301	UTILITIES - Sewer/Garbage		
546302	UTILITIES - Electricity		
546303	UTILITIES - Water		
546304	UTILITIES - Natural Gas		
546305	UTILITIES - Propane		
546400	RENT OF LAND OR BUILDINGS		
546500	RENT OF EQUIPMENT		
546600	COMMUNICATIONS		
546601	DoIT COMMUNICATIONS		
546700	SUBSCRIPTIONS & DUES		
546800	EMPLOYEE TRAINING & EDUCATION		
546801	BOARD MEMBER TRAINING AND EDUCATION		
546900	ADVERTISING		
547200	GRANTS TO INDIVIDUALS		
547300	CARE & SUPPORT		
547400	GRANTS TO LOCAL GOVERNMENTAL ENTITIES		
547401	GRANTS TO PUBLIC SCHOOLS		
547402	GRANTS TO INSTITUTIONS OF HIGHER EDUCATIONS		
547403	GRANTS TO NATIVE AMERICAN ENTITIES		

547500	PURCHASES FOR RESALE		
547700	DEBT SERVICE - PRINCIPAL		
547800	DEBT SERVICE - INTEREST		
547900	MISCELLANEOUS EXPENSE		
547999	MISCELLANEOUS EXPENSE-Request to Pay Prior Year Bills		
	OTHER OPERATING COST TOTAL	\$	-
548100	LAND		
548110	LAND - IMPROVEMENTS		
548200	FURNITURE & FIXTURES		
548300	INFORMATION TECHNOLOGY EQUIPMENT		
548400	OTHER EQUIPMENT		
548600	ANIMALS		
548700	LIBRARY & MUSEUM ACQUISITIONS		
548800	AUTOMOTIVE, AIRCRAFT & RECREATIONAL WATERCRAFT		
5488801	DOT- RAILWAY EQUIPMENT		
548802	SPACEPORT SYSTEM & EQUIPMENT		
548900	BUILDINGS & STRUCTURES		
	CAPITAL OUTLAY TOTAL	\$	-
549600	EMPLOYEE OUT OF STATE MILEAGE & FARES		
549700	EMPLOYEE OUT OF STATE MEALS & LODGING		
549800	BOARD & COMMISSION MEMBER - OUT-OF-STATE MILEAGE & FARES		
549900	BOARD & COMMISSION MEMBER - OUT-OF-STATE MEALS & LODGING		
	OUT OF STATE TOTAL	\$	-
555100	OTHER FINANCING USES (10% Adm. Indirect Cost)		
	OTHER FINANCING USES TOTAL	\$	-
560300	REFUND - MEMBER CONTRIBUTIONS		
563500	ANNUITY PAYMENTS		
565200	DISTRIBUTION TO BENEFICIARIES		
565300	DISTRIBUTION TO STATE GENERAL FUND		
566100	REVERSIONS		
	NON-BUDGETED EXPENDITURES TOTAL	\$	-
	GRAND TOTAL	\$	-

Contractor's Signature

Date

HSD Approval

Date

APPENDIX F

State Letter #00-18

TO: STATE REFUGEE COORDINATORS
NATIONAL VOLUNTARY AGENCIES
MUTUAL ASSISTANCE ASSOCIATIONS
OTHER INTERESTED PARTIES

FROM: Lavinia Limón, Director
Office of Refugee Resettlement

SUBJECT: Policy Guidance on the Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency

The Department of Health and Human Services Office for Civil Rights has released Policy Guidance on the Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency (Policy Guidance). Title VI of the Civil Rights Act of 1964 provides that no person shall be subjected to discrimination on the basis of race, color or national origin under any program that receives Federal financial assistance. The prohibition of discrimination based on national origin includes the prohibition of discrimination against Limited English Proficient (LEP) persons. LEP persons are individuals who cannot speak, read, write or understand English well enough to communicate effectively with health and social service providers. **The Policy Guidance clarifies that it is the responsibility of health and social service providers who receive Federal financial assistance from the Department of Health and Human Services (HHS) to ensure that LEP persons receive language assistance so that they may have meaningful access to benefits and services.**

Since 1980, ORR, in fulfilling its mission to resettle refugees, has funded State agencies, community-based organizations, mutual assistance associations, private voluntary agencies and local health departments, among others. Those entities, in turn, have served refugees and asylees from diverse countries including Vietnam, Laos, Cambodia, the former Soviet Union, Bosnia, Iraq, Somalia, Sudan and others. The majority of these populations are made up of LEP persons. ORR grantees, therefore, have been at the forefront of assessment and the development of language assistance for LEP persons. ORR commends its grantees for their efforts and asks them to re-commit to ensuring that LEP persons receive appropriate, meaningful language assistance so that they can access benefits and services to help them begin their new lives in the United States. Grantees should take this opportunity, at the release of the Policy Guidance, to re-assess efforts, to devise new strategies, to implement improvements and to offer technical assistance to other agencies in providing effective language assistance to LEP persons.

Who should be in compliance with Title VI?

This Policy Guidance applies to all entities that receive Federal financial assistance from HHS, either directly or indirectly, through a grant, contract or subcontract. Covered entities include (1) any State or local agency, private institution or organization, or any public or private individual that (2) operates, provides or engages in health, or social service programs and activities and that (3) receives Federal financial assistance from HHS directly or through another recipient/covered entity. **For ORR purposes, all state agencies, community-based organizations, national voluntary agencies, mutual assistance associations and any other entities receiving ORR funds, either directly or indirectly, are covered entities and must be in compliance with Title VI, and the obligation to provide language assistance when needed to ensure meaningful access to LEP persons.**

According to the Civil Rights Restoration Act of 1987 (CRRA) all operations of ORR grantees, usually, are covered by Title VI, not just the part of the program that uses Federal assistance. In other words, ORR grantees should be in compliance with Title VI even if ORR funding is used only by one part of the program.

What are the keys to compliance?

The key component to ensuring meaningful access for LEP persons is language assistance. The necessary language assistance will vary depending on the size of the grantee, the size of the eligible LEP population it serves, the nature of the program, the objectives of the program, the resources available to the grantee and the frequency with which particular languages are encountered. The Policy Guidance provides a discussion of the four keys to compliance: assessment of the language needs, the development of a written policy, staff training and monitoring. ORR is including with this State Letter an outline of the "Keys to Compliance" to assist grantees in assessing and formulating their language assistance provisions.

What are ORR grantees' responsibilities?

The Policy Guidance does not impose new responsibilities on ORR grantees. Since its enactment, Title VI of the Civil Rights Act of 1964 has prohibited discrimination against LEP persons in any program that receives Federal financial assistance. Although ORR regulations only detail the obligations of grantees to ensure that LEP persons receive language assistance so that they have meaningful access to refugee cash assistance, the legal requirement in Title VI extends to all assistance and services provided with ORR funds. ORR recommends that the release of the Policy Guidance be seen as an opportunity to evaluate policies and to improve services to LEP persons. Therefore, ORR asks grantees to take the following steps.

(1) Modification of State Plans. ORR asks States to revisit their policies concerning LEP persons and to modify their State Plans by specifically including a framework outlining their policy on assistance to LEP persons. **ORR grantees should submit their revised State Plans to ORR by Wednesday, November 8, 2000.** ORR asks States to carefully review the Policy Guidance and the attached "Keys to Compliance" in formulating their policy. States that need assistance in assessing or formulating their policy may contact the HHS Office for Civil Rights for consultation about their programs.

(2) Narrative Reports by Discretionary Grantees and Sub-grantees. ORR asks all discretionary grantees and sub-grantees to report on their implementation of the Policy Guidance in their next narrative reports. Reports should include an outline of the grantee's LEP policy, as well as its implementation. Like the States, ORR grantees that administer refugee cash assistance programs under the Wilson-Fish authority must comply with ORR regulations requiring agencies to make their policy and program materials available in written form in appropriate languages where a significant proportion of the recipient population needs information in a particular language. (See information to States above.)

(3) Monitoring. ORR will include a review of LEP practices in monitoring sessions. All grantees should be prepared to share their written LEP policies and to discuss implementation.

(4) Future Proposals. In future Requests for Proposals (RFPs), ORR will require submitting entities to outline their policies concerning language assistance for LEP persons. Policies should address the four keys to compliance described in the Policy Guidance. Submitting entities will be encouraged to contact the HHS Office for Civil Rights for advice on the development of appropriate policies.

(5) Costs of LEP Program Implementation. States and grantees should not divert ORR funding from The Federal Refugee Resettlement Program (RRP) to the implementation of LEP policies in other programs. Each individual assistance or services program that serves LEP persons should be ensuring meaningful access to language assistance without placing the financial responsibility solely on ORR funds.

As noted above, ORR commends its grantees for their efforts in assisting LEP persons. ORR hopes that its grantees, with years of experience effectively serving refugees and asylees with varying degrees of language skills, will take a leadership role in the assistance to LEP persons within their communities. ORR also wants to encourage grantees to work together and to assist other agencies in ensuring that their programs are in compliance with Title VI as outlined in the Policy Guidance.

The Policy Guidance was published in the Federal Register on August 30, 2000.

Please call Anna Marie Bena at (202) 260-5186 if you have questions about any of the information in this State Letter.

Enclosure