

REQUEST FOR PROPOSALS

ISSUED BY

The New Mexico Human Services Department
Behavioral Health Services Division - Office of Consumers Affairs



FOR THE
DEVELOPMENT OF COMMUNITY WELLNESS
RESOURCE CENTERS

State Of New Mexico
Department of Human Services
P. O. Box 2348
Santa Fe, New Mexico 87504-2348
Sedonie Squier, Secretary

ISSUE DATE: March 28, 2011
SOLICITATION #: 11-630-7903-0005

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I. PROJECT INFORMATION

A. INTRODUCTION

The State of New Mexico's Human Services Department (HSD), Behavioral Health Services Division (BHSD), Office of Consumer Affairs (OCA) is requesting proposals from qualified entities to develop, start-up and operate two Community Wellness Resource Centers--one in each of two Regions of New Mexico.

The purpose of this Request for Proposals (RFP) is to make two one-year awards to two separate Offerors with experience and knowledge to perform the specific services described in Appendix B of this RFP.

Administering Agency

The Administering Agency is the HSD. The BHSD/OCA is responsible for the execution and management of all aspects of service provision related to behavioral health services and supports.

B. PROJECT SUMMARY

The BHSD/OCA is intent on expanding the role of peer support and other peer activity consistent with New Mexico's overall behavioral health strategy. New Mexico's strategy seeks to transform the traditional service system to a recovery-based behavioral health system where care and services are consumer centered and community based. "The vision for system transformation is to establish a behavioral health system in which consumers and family members are assisted in participating fully in the life of their communities; support of recovery and development of resiliency are expected; behavioral health is promoted; and the adverse effects of substance abuse and mental illness are prevented or reduced." *New Mexico Behavioral Health Purchasing Collaborative, 2008.*

As part of the transformation to a recovery-based system, the BHSD/OCA is initiating the development of Community Wellness Resource Centers in New Mexico. Community Wellness Resource Centers are consumer-run community-based programs for behavioral health consumers.

A Community Wellness Resource Center is a safe and supportive place run by and for behavioral health consumers. The central values of a Community Wellness Resource Center are 1) consumer run and directed, 2) equality amongst all participants/members, 3) consumer autonomy and self determination, and 4) democratic - all voices and opinions are valued. One of the main goals of the Community Wellness Resource Center will be to create a safe and open space for consumers to explore and define their recovery as a personal process. Peer support and self-help will be priorities of the centers.

Participants of a Community Wellness Resource Center include any self-identified adult individual (18 years and older) with behavioral health issues and as appropriate, their community and natural supports. There can be no diagnostic or other limitations. Participation in the Community Wellness Resource Center will be voluntary and members will be free to come and go as they choose. Consumers must be encouraged and welcomed to participate in all areas of operation of the center.

Funding Availability

Two one-year awards will be made to two separate organizations. Each award will be for the development of a center within one region of the state. See Regional Service Map attached as Appendix C. Each of the two successful offerors will receive \$75,000 and will be required to provide cash or in-kind match (e.g., donated space, volunteer time, transportation, etc.) in an amount that is equal to at least \$25,000. In subsequent years, funding may continue to be available, at a lesser amount, contingent upon budget availability and satisfactory contractor performance. Programs will have a 6-month start up period before they are expected to provide services in the first year. The OCA will provide or arrange for training and technical assistance during the start-up period.

C. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the defined Scope of Work, detailed in Exhibit A of the Sample Professional Services Contract (Appendix B) of this RFP. The contract is scheduled to begin on July 1, 2011 or upon receiving all required state approvals, whichever is later, and end on June 30, 2012. At the discretion of the HSD, the contract may be renewed for up to three (3) additional one-year periods contingent on satisfactory contractor performance and/or funding availability.

D. OFFEROR QUALIFICATIONS / CONFLICT OF INTEREST

This RFP is open to any Offeror that is a mission-consistent 501 c 3 consumer organization, or a consumer organization with an application into the IRS for nonprofit status. Those organizations with a pending application to the IRS are required to submit a letter stating their application status. The organization must have a board of directors comprised of more than 50% consumers. The organization must be managed and staffed by more than 50% consumers. All Offerors must be consumer controlled, operated and directed and capable of performing the work described in Exhibit A of the Sample Professional Services Contract (Appendix B) of this RFP, subject to the following stipulations:

- An Offeror will not have a contract with an entity that creates a conflict of interest.
- Pursuant to the Governmental Conduct Act, Sections 10-16-1 et.seq (NMSA 1978), an Offeror shall have no direct interest which conflicts with the performance of services covered under this Agreement.
- An Offeror shall ensure that no elected or appointed officer or other employee of the State of New Mexico shall benefit financially or materially from the successful awards of the contract to the Offeror. No individual employed by the State of New Mexico shall be admitted to any share or part of the contract or to any benefit that may arise therefrom; and,
- The burden is on the Offeror to present sufficient assurance to HSD that the award of the Contract to the Offeror shall not create conflict of interest.

E. PROCUREMENT MANAGER

The Human Services Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email is as

follows:

Shereen Shantz, Procurement Manager
Department of Human Services
Behavioral Health Services Division
P.O. 2348
Santa Fe, New Mexico 87504
Telephone: (505) 476-9274
Fax Number: (505) 476-9277
Shereen.Shantz@state.nm.us

All deliveries via express carrier must be addressed as follows:

Shereen Shantz, Procurement Manager
Department of Human Services
Behavioral Health Services Division
37 Plaza la Prensa
Santa Fe, New Mexico 87507

Any inquiries or requests regarding this procurement should be submitted in writing **ONLY** to the Procurement Manager. Questions shall be clearly labeled and shall site the specific RFP or contract section, which form the basis of the questions. Offeror may contact **ONLY** the Procurement Manager regarding the procurement. Other State employees do not have the authority to respond on behalf of HSD. HSD shall not assume responsibility for any answers or clarifications received from other HSD staff or any other State staff. **Any contact with anyone other than the Procurement Manager may result in disqualification.**

F. DEFINITIONS OF TERMINOLOGY

This paragraph contains definitions that are meaningful to this RFP, including appropriate abbreviations.

“Agency”: Means the Human Services Department.

“Community Wellness Resource Center”: A consumer-run community-based program for behavioral health consumers that provides some combination of peer support, self-help, and social programming. Activities and services are designed and implemented by consumers, and there is a plan in place to periodically review and update the menu of services and activities.

“Consumer Wellness Resource Center Services and Activities”: These activities could include, but would not be limited to, the following:

- Peer recovery services and support (eg. peer mentoring and coaching)
- Leadership and advocacy development
- Peer led support and self help groups
- Social and recreation activities and events
- Job and skill development
- Basic needs supports and resources
- Community education and outreach
- Computer/resource lab
- Health and wellness resources, events, activities and groups (physical health promotion)
- Creativity events – writing, arts, crafts, etc.
- Transportation services

- Training and skill development opportunities and other education programs, including recovery related training (e.g., WRAP)
- Resource center/clearinghouse with computer lab and other mechanisms to access information
- Employment supports
- Other activities as determined locally

“Consumer”: An adult, 18 years of age or older, with a mental health and/or substance use disorder who is receiving (or has received) behavioral health services.

“Consumer-Operated Services”: These programs, run by consumers, include services such as drop-in centers, consumer operated businesses, employment and housing programs, outreach programs, and other consumer-run programs. The majority of consumer-operated programs and services are characterized by the values and goals delineated in the discussion of the consumer/survivor self-help movement and, as such, are quite different from those ascribed to traditional professional behavioral health services. As its name implies, in consumer-operated programs, the role of consumers is changed from service recipients to service providers.

“Consumer Organization”: An organization that can demonstrate it is consumer controlled, managed and operated is dedicated to the transformation of mental health service systems. The organization must have a board of directors comprised of more than 50 percent consumers. The organization must be managed and staffed by more than 50% consumers.

“Contract”: An agreement for the procurement of items of tangible personal property or services.

“Contractor”: The successful Offeror.

“Contract Year”: The period beginning July 1 of each year and ending June 30 of the following year.

“Department”: For purposes of administering the RFP and associated proposals, “Department” means the New Mexico Department of Human Services. This term may be used interchangeably with “HSD”.

“Determination”: The written documentation of a decision of Procurement Manager including finds of facts required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable”: The terms “may”, “can”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

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

“Evaluation Committee”: A body appointed by management of the HSD/BHSD to perform the evaluation of offeror proposals.

“Evaluation Committee Report”: A report prepared by the Procurement Manager and the Evaluation Committee for submission to the Secretary of HSD for contract award. The report contains all written decision resulting from the conduct of a procurement requiring the evaluation

of competitive sealed proposals.

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

“HSD”: The New Mexico Human Services Department.

“Human Services Department”: “Human Services Department” means the New Mexico Human Services Department created under the Human Services Department Act (9-8-1 to 9-8-12 NMSA 1978) and, for purposes of administering this RFP and associated proposals, may also be referred to as “Department” or “HSD”.

“Mandatory”: The terms “must”, “will”, “shall”, “is required”, or “are required” identify a mandatory item or factor.

“Offeror”: Any person, corporation, or partnership which chooses to submit a proposal.

“Peer Support”: Peer Support embodies a variety of approaches that are based on the belief that people who share similar experiences can help each other through mutual support. These practices and programs are lead by peers.

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

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

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

“Responsive Offer” or “Responsive Proposal”: An offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. The term “material respects” includes, but it is not limited to the price, quality, quantity or delivery requirements of the relevant product or service.

“Secretary”: The Secretary of the New Mexico Human Services Department.

G. NOTICE TO OFFEROR

This procurement is governed by the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 and General Services Department Procurement Code Regulations, 1.4.1 NMAC. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal status imposes felony penalties for bribes, gratuities, and kickbacks.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule of procurement events. The Department reserves the right to revise the dates on this schedule without the need to amend the RFP. Revised dates will be shared with the offerors with as much advance notice as possible.

	<u>Action</u>	<u>Responsibility</u>	<u>Date*</u>
1.	Issue of RFP	Department	03/28/2011
2.	Distribution List Response Due	Potential Offeror	04/06/2011
3.	Deadline to Submit Written Questions	Potential Offerors	04/06/2011
4.	Response to Written Questions	Department	04/18/2011
5.	Submission of Proposal	Offeror	05/02/2011
6.	Proposal Evaluation	Evaluation Committee	05/03/2011 05/12/2011
7.	Selection of Finalists	Evaluation Committee	05/19/2011
8.	Best and Final Offers from Finalists (if necessary)	Finalist Offerors	TBA
9.	Notification of Outcome	Department	05/23/2011
10.	Contract Negotiations	Department, Potential Contractor	06/01/2011
11.	Contract Effective Date	Department	07/01/2011
12.	Protest Deadline	Offerors	As provided in the Procurement Code

*Dates subject to change based on number of proposals submitted 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 - A.

1. Issue of RFP

This RFP is being issued by the New Mexico Human Services Department on March 28, 2011.

2. Distribution List Response Due

Potential offerors must hand-deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on April 6, 2011.

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

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

3. Deadline to Submit Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until close of business on April 6, 2011. Questions may be submitted by email, fax or mail. All written questions must be addressed to the Procurement Manager listed in Section I, Paragraph E of this RFP).

4. Response to Written Questions

Written responses to written questions and any RFP amendments will be distributed on or about April 18, 2011 to all potential offerors whose organization name appears on the procurement distribution list.

An Acknowledgement of Receipt Form will accompany the distribution package. To indicate receipt of the package, the form shall 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.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 5:00 PM MOUNTAIN DAYLIGHT TIME ON May 2, 2011**. 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 of this RFP. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the COMMUNITY WELLNESS RESOURCE CENTER Request for Proposals. Proposals submitted by facsimile or-email will not be accepted.

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

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. This process will take May 3 through May 12, 2011. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist offerors on or about May 19, 2011. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists (if necessary)

If necessary, finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

9. Notification of Outcome

The Department will notify each offeror of the outcome of the award process by mail on or about May 23, 2011. However, the Department reserves the right to delay the contract award until after that date if such a delay is in the best interest of the State. The contract will be awarded to the offeror(s) whose proposal is most advantageous to the Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points or have the lowest cost.

10. Contract Negotiations

Contract negotiations will be conducted with the selected offeror on June 1, 2011. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Effective Date

The anticipated contract start date is July 1, 2011. The contract is subject to the appropriate state approvals. No work may be performed by the offeror until the contract is fully executed. The Department assumes no liability for any work performed by the selected

offeror in anticipation of a binding contract prior to the approval date from the Department of Finance and Administration.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award. 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 Attachments, and it must specify the ruling requested from the Department. The protest must be delivered to:

Danny Sandoval, Acting Director
Administrative Services Division
P. O. Box 2348
Santa Fe, New Mexico 87504-2348
Telephone: (505) 827-9412
e-mail: Danny.Sandoval@state.nm.us
fax: (505) 827-7187

C. GENERAL REQUIREMENTS

This procurement shall be conducted in accordance with the New Mexico Procurement Code, 13-1-28 NMSA 1978, GSD Procurement Regulation 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section of the RFP in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the Prime Contractor is solely responsible for fulfillment of the contract with the Department. The Department shall make contract payments to only the prime contractor and shall consider the selected Offeror to be the sole point of contact with regard to any final contract.

4. Subcontractors

Use of subcontracts shall be clearly explained in the proposal. If subcontractors are used, however, the Offeror, as prime contract, will be held fully responsible for fulfillment of the contract.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Response to this RFP shall be signed by an individual authorized to be the Offeror. The cover letter shall state that the offer, including proposal prices, remains valid for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of the final best and final offer, if one is submitted.

8. Disclosure of Proposal Contents

The proposals shall be kept confidential until contracts are awarded by the Department. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for the material that is marked proprietary or confidential.

All information for which Offerors request confidential or proprietary treatment shall be identified by stamp or imprint. Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential materials are 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, Sections 57-3A-1 to 57-3A-7 NMSA 1978.

If a request is received for disclosure of material 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 shall be so disclosed. The Offeror shall notify the Procurement Manager ten (10) days in advance of instituting legal action intended to prohibit disclosure. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual purchase of services offered until valid written contracts are fully executed and approved by DFA and other appropriate Federal and State authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns shall be promptly brought to the attention of

the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Department and a Contractor shall follow the format specified by the Department and contain the terms and conditions set forth in Appendix B, Sample Professional Services Contract. The Department reserves the right to initiate negotiations with a successful Offeror of 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 shall be incorporated into the contract.

Should an Offeror object to any of the Department's contract terms and conditions, as contained in Appendix B, in the response the Offeror shall specifically identify objectionable terms and conditions, policies, or standards. The Offeror shall propose specific alternative language that would be acceptable to the Department. General references by an Offeror to the terms and conditions or attempts at complete substitutions are not acceptable to the Department and shall result in disqualification of the Offeror's proposal.

Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The Department shall accept or reject the proposed changes to the terms and conditions, policy and standards for all Offerors and, in most instances, the Offeror's Best and Final Offer, if deemed necessary, shall incorporate the final language.

All contracts for professional services are subject to the review and approval of the Department of Finance and Administration pursuant to Section 13-1-118 NMSA 1978 and DFA Rule 2NMAC40.2.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representative

The Department reserves the right to require a change in contractor representative if the assigned representative is not, in the opinion of the Department, adequately performing the scope of work specified in the contract.

21. Notice

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

22. Department Rights

The Department reserves the right to cancel the procurement, to accept all or a portion of an Offeror's proposal, and to reject any or all proposals received in response to this RFP when it is in the best interest of the State to do so.

23. Right to Publish

Throughout the duration of this procurement process and contract terms, Potential Offerors, Offerors and Contractors shall secure from the Department written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement of 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

The Department shall retain ownership of all copies of each Offeror's Response to this RFP.

25. Electronic Mail Address Required

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

26. Use of Electronic Versions of this RFP

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

27. Suspension and Debarment Requirement

The offeror shall certify in its proposal, pursuant to Section 27 of Appendix B – Sample Professional Services Contract, that to the best of its knowledge and belief, the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

28. Pay Equity Initiative

If the Offeror has ten (10) or more employees OR eight (8) or more employees doing the same job, Offeror must complete and submit the PE 10-249 form with their bid or proposal. If Offeror has two hundred and fifty (250) or more employees Offeror must complete and submit the PE250 form. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form (PE10-249 or PE250, depending on their size at the time) within thirty (30) days of the annual bid or proposal at the completion of the contract, which ever comes, first. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) days of meeting or exceeding the size requirement. Offeror must also agree to levy this contract if said subcontractor(s) meets, or grows to meet, the state employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award, but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each subcontractor, within ninety (90) days of subcontractor meeting or exceeding the size requirement.

The Pay Equity Initiative is the result of the Governor's Executive Order Number 2009-049. The Executive Order is reproduced in its entirety at:
<http://www.generalservices.state.nm.us/spd/eo/pdf>

The full Implementation Guidance for the Executive Order can be found at:
<http://www.generalservices.state.nm.us/spd/guidance.pdf>

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal for one region of the state. See regional map attached as Appendix C.

B. NUMBER OF COPIES

Offerors shall provide an original and three (3) identical copies of their proposal, to the location specified in Section 1, Paragraph E of this RFP, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11. Larger paper is permissible for charts, spreadsheets and other graphics. The proposal is limited to fifteen (15) pages of narrative excluding the summary, attachments and forms.

1. Proposal Organization

Within each section of its proposal, Offeror's shall address the items in the order in which they appear in this RFP under Mandatory Specifications. All forms provided in the RFP must be complete and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements will be deemed non-responsive and may result in rejection or decreased competitiveness of the proposal on that basis.

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

2. Letter of Transmittal

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

- a. Identify the submitting organization;
- b. Identify the name, title, address and telephone number of the person(s) authorized by the organization to be contacted for clarification, negotiate the contract on behalf of the organization, and contractually obligate the organization;
- c. Be signed by the person authorized to contractually obligate the organization; and,
- d. Acknowledge receipt of any and all amendments to this RFP, if applicable.

3. Table of Contents

The table of contents shall contain a list of material in the proposal and the page number where the information can be found.

4. Proposal Summary

A proposal summary is optional and may be included by the offeror to provide the Evaluation Committee with an overview of the qualifications and other features of the proposal. This material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

5. Mandatory Specifications

A total of **200 points** may be scored in the evaluation of the offeror's proposal pursuant to the following criteria.

A. Organizational Capability (80 points)

- 1) State your organization's vision and mission and explain how it is consistent with the concept of a Community Wellness Resource Center.
- 2) Describe your legal status as an established 501 c 3 or as an organization with an application into the IRS for nonprofit status. If you have a pending application to the IRS, describe the status of your application.
- 3) Describe how your organization is consumer controlled, managed and operated.
- 4) Describe your Board of Directors and the percentage of members who are consumers. Describe any representation on your Board from local businesses, government, community, and advocacy groups (or describe a plan to develop such representation). Describe any plans you may have to develop representation to include an attorney, an accountant, recovery specialists, and others in order to ensure that the skills and knowledge needed to oversee Center operations are present on the Board.
- 5) Describe your relationships to the larger behavioral health and recovery community.
- 6) Describe the geographical area you will serve.
- 7) Include a list of major tasks and timelines for operational start-up indicating the types of technical assistance you may need.
- 8) Describe how you will develop a sustainability plan, i.e., strategies for securing additional revenues and increasing match. Strategies could include, but would not be limited to, member fees, sponsorships, community fund raising, developing an employment network under the Social Security Administration, contracts with behavioral health agencies for activities such as evening drop-in centers, and so forth.

B. Activities and Services (40 Points)

- 1) Describe how you will determine which activities and services you will offer.
- 2) Describe how you will involve consumers in designing activities and services and in the overall development of the proposed Community Wellness Resource Center
- 3) Describe a plan to periodically review and update your menu of services and

activities.

- 4) Describe how you will use consumers as program staff, peer specialists, and other roles.
- 5) Describe how you will use volunteers as program staff, peer specialists, and other roles.

C. Participants (10 points)

- 1) Provide a written statement acknowledging that membership and participation at the Center will be voluntary.
- 2) Explain whether you will or will not formalize membership. (Note: membership cannot be required of individuals to participate at the Center). If formalized, will there be dues or contracts or other requirements?
- 3) Explain how consumer participants will be involved and contribute to the overall success and sustainability of the Center. These could include volunteering, participating on Center and/or community committees, Center decision-making, Center and community leadership, and outreach.
- 4) Describe how you will reach out to the community to solicit participation
- 5) Give your estimate of the projected number of participants at your Center and the basis for your projection.
- 6) Describe how you will create a system to maintain safety and wellness at the Center (e.g., a safety contract and/or a code of conduct).
- 7) Describe your grievance policies or your plan to create such policies.

D. Evaluation and Accountability (40 points)

- 1) Describe how you will survey and document participant evaluation of, and satisfaction with, Center operations and activities
- 2) Describe whether and how you will use self-reported recovery measures in your evaluation.
- 3) Describe any additional plans, if any, for evaluating the Center.
- 4) Describe how consumers will be involved in the development of the evaluation.

E. Budget (30 points)

Complete Form 1 – Proposed Budget. Also, on a separate page, complete a budget narrative which describes, in detail, the rationale, calculation or formula used to arrive at each budget figure listed on the Budget Form. Indicate the total amount of your agency's budget by line item in Column B, how much will be paid

from this proposal in Column C and how much will be paid by match in Column D. See instructions on form for more information.

F. Compliance and Acceptance Statement (accept/reject)

- 1) The Offeror shall provide a signed statement which explicitly indicates acceptance of the Conditions Governing the Procedures stated in Section II and that the Offeror agrees to comply with all requirements as described in this RFP, including all appendices, attachments, written clarifications, and amendments provided during the procurement process. The Offeror shall specifically address acceptance of the contract terms and conditions set forth in Appendix B. in the Compliance Statement.
- 2) If the Offeror is unwilling to comply with any terms, conditions, or other requirements of this RFP, the Offeror shall clearly describe any deviations and include a complete explanation of why such deviations are proposed.

G. Responses to Suspension and Debarment Requirement(accept/reject)

The Offeror shall certify compliance with the Federal Regulations relating to Suspension and Debarment pursuant to Section 27 of Appendix B, Sample Professional Services Contract.

H. Offeror's Additional Terms and Conditions (optional) (accept/reject)

This section is optional. The Offeror may propose additional terms and conditions for consideration.

I. Response to Offeror Qualifications (accept/reject)

The Offeror shall respond to its ability to meet the qualifications and conflict of interest conditions described in Section I Paragraph E.

J. Response to Pay Equity Initiative (accept/reject)

The Offeror shall respond to its ability and willingness to meet the requirements of the Pay Equity Initiative as described in Section II, Conditions Governing the Procurement, Paragraph C, General Requirements, Item 28, Pay Equity Initiative of this RFP.

K. Response to Bonding and Insurance (accept/reject)

The Offeror must describe its capability and willingness to obtain a fidelity bond and to obtain professional liability insurance and property insurance for liability and hazard, pursuant to Appendix B, Sample Professional Services Contract.

FORM 1 – BUDGET FORM

A - LINE ITEM (list other line items to be used if not listed below)	B - TOTAL BUDGET OF AGENCY (all funding sources)		C - PROPOSED BUDGET (this funding source only)	D - MATCH (for all funding sources. Must equal at least 25,000)	E – TYPE/SOURCE OF MATCH
SALARY	\$		\$	\$	
PAYROLL TAXES					
TRAVEL					
OFFICE SUPPLIES					
EQUIPMENT					
RENT					
UTILITIES					
INSURANCE					
	\$		\$	\$	

Instructions: It is intended for this form to capture information on 1) total funding available to your agency and 2) how you plan to expend the funds made available through this proposal. The form will capture aggregate information by line item. The required budget narrative will provide the detail as to how each aggregate number was arrived at. Therefore, it is recommended that you prepare the budget narrative first.

Budget Narrative Instructions: On a separate page, prepare a budget narrative that explains specifically how you arrived at each line item budget amount on Form 1. Further instructions follow:

Column B – This column will capture information on the total budget of your agency. Be specific as to how you arrived at each number entered in this column. For example, for salaries, list all position titles of your agency. Designate whether they are full-time, part-time or volunteer. List the salaries for each position. The total of all salaries will be inserted in the salary box of Column B. You may add additional line items to Column A, as needed.

Column C - This column will indicate how you plan to spend the \$75,000 awarded through this RFP. For the salary box of Column C, list the total of the salaries to be paid under this proposal only. Each box will have a detailed description of the formula, calculation or rationale used for arriving at the specific budget amount.

IV. EVALUATION

The Department shall conduct a comprehensive, fair, and impartial evaluation of the proposal received in response to this RFP. The Department shall be the sole judge in the selection of the Offerors. Department shall establish an Evaluation Committee, which shall evaluate proposals. The Committee shall consist of members who are familiar with particular aspects of this procurement and standards of criteria for the specific areas of the RFP. The Department may, at its discretion, designate members to the Committee who are not employees of the Department and who have experience in specific areas of the RFP. The Committee shall evaluate each qualifying proposal on the basis of technical merit. Cost proposals shall only be reviewed for Offerors achieving an adequate score on technical merit.

EVALUATION POINT TABLE SUMMARY FACTORS

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual Offeror proposals. Only finalist Offerors will receive points for the oral presentation, if one is conducted.

<u>Factor</u>	<u>Points</u>
A. Organization	80
B. Activities and Services	40
C. Participants	10
D. Evaluation and Accountability	40
E. Budget	30
F. Compliance and Acceptance Statement	Accept/Reject
G. Response to Suspension/Debarment Requirement	Accept/Reject
H. Offeror's Additional Terms/Conditions (Optional)	Accept/Reject
I. Response to Offeror Qualifications	Accept/Reject
J. Response to Pay Equity Initiative	Accept/Reject
K. Response to Bonding & Insurance Requirement	Accept/Reject
Total Points	200

EVALUATION PROCESS

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 as specified, including contracting references in addition to those given by the Offeror.
4. Responsive proposals will be evaluated based on the factors set out in Section IV that have been assigned a point value, taking into consideration the offeror's qualifications, overall understanding of and approach for implementing the project and the demonstrated experience and ability to provide the requested services. If Best and Final offers are required, finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section IV will be recommended for contract award as specified. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejections regardless of overall score.

The contract award is subject to the successful negotiation of the contract.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The Acknowledgement of Receipt Form must be signed and returned to the Procurement Manager no later than close of business on **April 6, 2011**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Department's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Shereen Shantz, Procurement Manager
Department of Human Services
Behavioral Health Services Division
P.O. 2348
Santa Fe, New Mexico 87504
Telephone: (505) 476-9274
Fax Number: (505) 476-9277
Shereen.Shantz@state.nm.us

All deliveries via express carrier must be addressed as follows:

Shereen Shantz, Procurement Manager
Department of Human Services
Behavioral Health Services Division
37 Plaza la Prensa
Santa Fe, New Mexico 87507

APPENDIX B
SAMPLE PROFESSIONAL SERVICES CONTRACT

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

This Professional Services Contract (PSC) 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 MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. The Contractor shall perform the work identified in Exhibit A:
- B. Services will be performed throughout the state.
- C. Performance Measures.

The Contractor shall substantially perform the following Performance Measures identified in Exhibit A.

The receipt of the deliverables contemplated under this PSC shall assist the HSD in obtaining its goal, Improving Behavioral Health Services, as set forth in its Strategic Plan on page(s) ___ through ___.

2. Compensation.

A. **The total amount payable to the Contractor under this PSC, including applicable gross receipts tax and expenses, shall not exceed (AMOUNT) in FY12, pursuant to the deliverables detailed in Exhibit A and the Budget attached as Exhibit B.** The New Mexico gross receipts tax levied on the amounts payable under this PSC in FY 12 shall be paid by the Contractor, if applicable.

Payment in FY12 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.**

B. 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 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 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 PSC SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This PSC shall terminate on **June 30, 2012** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). Pursuant to the associated RFP, the PSC may be extended for up to three additional one-year periods contingent on satisfactory contractor performance and funding availability. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This PSC 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 PSC, 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 PSC. 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 PSC 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 PSC, 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 PSC.**

B. **Termination Management.** Immediately upon receipt by either the HSD or the Contractor of notice of termination of this PSC, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this PSC 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 PSC; 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 PSC. 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 HSD as soon as practicable.

5. Appropriations.

The terms of this PSC are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this PSC. If sufficient appropriations and authorization are not made by the Legislature, this PSC 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 PSC to unilaterally reduce funding, the Contractor shall have the option to terminate the PSC or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the 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 PSC. 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 PSC or assign any claims for money due or to become due under this PSC 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 PSC without the prior written approval of the HSD.

9. Release.

Final payment of the amounts due under this PSC 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 PSC.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this PSC 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 PSC 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 PSC. Nothing developed or produced, in whole or in part, by the Contractor under this PSC 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.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the PSC. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

A. This PSC 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 PSC 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 PSC, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

14. Merger.

This PSC 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 PSC. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this PSC.

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 PSC. If the Contractor is found not to be in compliance with these requirements during the life of this PSC, 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 PSC, 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 PSC, 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 PSC.

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 PSC may be terminated by the HSD.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the term of the PSC and effect and retain them for a period of five (5) years from the date of final payment under this PSC. 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 PSC shall not foreclose the right of the HSD to recover excessive or illegal payments.

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 PSC, 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 PSC. 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 PSC 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 20 hours per week over a six (6) month period during the term of the contract, the Contractor certifies, by signing this PSC, 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 no later than the first day of this contract 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:
www.insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); the Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

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 PSC, 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 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 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. The 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 subcontractor 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 PSC 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 PSC.

23. Invalid Term or Condition.

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

24. Enforcement of PSC.

A party's failure to require strict performance of any provision of this PSC 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 PSC 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 PSC 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: Shereen Shantz, Procurement Manager
Department of Human Services
Behavioral Health Services Division
P.O. 2348
Santa Fe, New Mexico 87504
Shereen.Shantz@state.nm.us

All deliveries via express carrier must be addressed as follows:

Shereen Shantz, Procurement Manager
Department of Human Services
Behavioral Health Services Division
37 Plaza la Prensa
Santa Fe, New Mexico 87507

To the Contractor: NAME OF CONTRACTOR
STREET/P.O. BOX ADDRESS
CITY, STATE, ZIP CODE
EMAIL ADDRESS

26. Authority.

If the Contractor is other than a natural person, the individual(s) signing this PSC 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.

a. As required by statute, regulation or requirement of this contract, 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.

The remainder of this page is intentionally left blank.

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

By: _____
Sidonie Squier, Secretary
Human Services Department

Date: _____

By: _____
Lawrence O. Maxwell, Assistant General Counsel
Human Services Department

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-000

By: _____
New Mexico Taxation and Revenue Department

Date: _____

This PSC is approved by the DFA Contract Review Bureau:

By: _____
Contracts Review Bureau
New Mexico Department of Finance and Administration

Date: _____

EXHIBIT A
SCOPE OF WORK

The Contractor shall perform, but is not limited to performing, the following activities;

1. Develop a plan for the operation of a Community Wellness Resource Center in a specified region of the State, including:
 - a. Develop additional organizational capacity, as appropriate, to include:
 - 1) Expansion of the Board of Directors
 - 2) Hiring of staff
 - 3) Securing volunteers
 - 4) Developing agreements with other community agencies and groups
 - 5) Other organizational capacity activities as determined by the Contractor
 - b. Develop plan for startup, including specification of the types of technical assistance needed
 - c. Develop sustainability plan, i.e., strategies for securing additional revenues and increasing match
2. Develop and implement activities and services, including:
 - a. Involve consumers and volunteers in design and delivery of activities and services
 - b. Periodically assess and revise activity and service plan
3. Engage participants in the Center:
 - a. Provide community outreach
 - b. Establish membership formalities, if any
 - c. Establish roles for consumers in Center operations
 - d. Establish system to maintain safety and wellness
 - e. Establish grievance and other policies as needed
4. Provide for periodic evaluation of the Center:
 - a. Engage consumers in design of the evaluation

- b. Implement participant evaluation / participant satisfaction surveys
 - c. Implement, if appropriate, self-reported recovery measures
5. Provide quarterly reports. Areas for reporting include:
- a. Number of members (new and on-going)
 - b. Number of activities provided
 - c. Number of members participating in activities
 - d. Volunteer hours
 - e. Evidence of diversity in membership
 - f. Activities to create sustainability
 - g. Other areas identified by consumers.

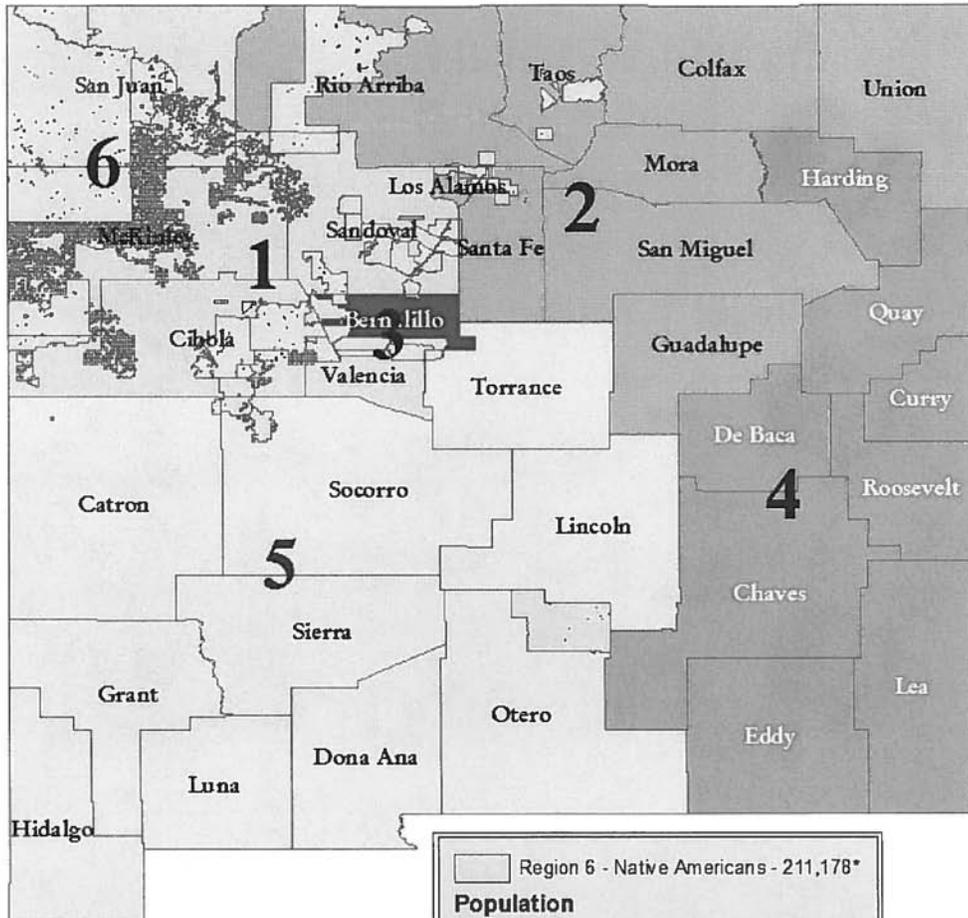
EXHIBIT B

BUDGET

TO BE DERIVED FROM PROPOSAL

APPENDIX C
REGIONAL SERVICE MAP

New Mexico Behavioral Health Local Collaboratives Regional Map



Source: UNM Bureau of Business and Economic Research (BBER) Population Estimate, 2008

	Region 6 - Native Americans - 211,178*
Population	
	Region 1 - 437,121
	Region 2 - 303,029
	Region 3 - 644,023
	Region 4 - 254,365
	Region 5 - 415,381

* American Indian and Alaska Native alone, not Hispanic or Latino origin

Source: Population Division, US Census Bureau, 2008 Estimate