CHILDREN, YOUTH AND FAMILIES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

Youth Mentoring Program

RFP# 27-690-3000-36943

RFP Release Date: September 24, 2026

Proposal Due Date: November 19, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified contractors to provide high-quality, face-to-face mentoring services for youth ages six (6) to eighteen (18). These mentoring services may be delivered through one-on-one (individual) or group-based activities designed to foster positive development, strengthen resilience, and support the social, emotional, and academic well-being of participating youth. Each youth must engage in at least one allowable activity area for a minimum of four (4) hours per month.

This program seeks to serve youth who may benefit from additional guidance, support, and positive connections. Eligible **at-risk youth** may meet one or more of the following indicators:

- Struggling academically (e.g., failing one or more subjects)
- Low school attendance or behavioral challenges in school
- Exhibiting emotional or behavioral needs
- Identified as at risk for child maltreatment
- Identified as at risk for substance use
- Living at or below the poverty line (e.g., eligible for free school lunch)
- Living in a single-parent household or kinship care and in need of a positive role model
- Receiving special education services
- Having disabilities and/or special health needs

Youth may also be considered **high-risk youth** for services if they meet one or more of the following criteria:

- Involved with the Juvenile Justice System
- Impacted by gang involvement
- Involved in Foster Care
- Having incarcerated parent(s)
- Out-of-school youth or dropouts
- Pregnant or parenting
- LGBTQIA+ youth
- Immigrant or refugee youth
- Runaway or homeless youth
- Victims of commercial sexual exploitation

This initiative aims to partner with contractors who are committed to empowering young people, strengthening families, and contributing to healthier, safer communities through meaningful mentoring relationships. Innovative approaches using evidence based, promising, or research-based programs are highly recommended and valued. CYFD further values innovative programs and projects that are unique in design or delivery to the State, city, or geographic area, as well as services that are

not currently available within the targeted service area. Special preference and additional consideration will be given to applicants that propose to build capacity in rural or frontier areas of New Mexico.

B. BACKGROUND INFORMATION

The One-on-One and Group Youth Mentoring Programs were established as part of the Children, Youth, and Families Department (CYFD) Program Support Budget through the General Appropriation Act of 2017. These programs were created to expand meaningful mentoring opportunities and strengthen supports for New Mexico youth.

Program oversight and administration are managed internally by the Youth Services and Delinquency Prevention Unit within the Juvenile Justice Field Services Division. This unit is responsible for coordinating program implementation, monitoring contractor performance, and ensuring services align with CYFD's mission to promote the safety and well-being of children and youth.

Funding for the program is appropriated annually by the New Mexico Legislature, and amounts may vary based on legislative decisions. Awards made through this Request for Proposal will not exceed the funding appropriated to CYFD for the purposes outlined in this solicitation.

C. SCOPE OF PROCUREMENT

The Children, Youth, and Families Department (CYFD) will leverage available legislative resources to expand access to high-quality one-on-one and group mentoring services for as many youth participants as possible. Contract awards will be based on the evaluation criteria outlined in Section V of this RFP, the Offeror's demonstrated ability to perform the Scope of Work described in Section IV.A, and alignment with the legislative intent of the General Appropriation Act, Laws of 2013, Chapter 227.

Funding awarded under this RFP will support a contract term of up to four (4) years, in accordance with NMSA 1978, Section 13-1-150(B). Continuation of the contract and the annual funding level is contingent upon legislative appropriations, contractor performance, and compliance with all contract requirements. In cases where non-compliance is identified, CYFD may terminate the contract or issue amendments that revise the terms of the agreement. Contract amendments may also be developed when mutually agreed upon by both parties.

This procurement will result in a multiple-source award. Any contract executed as a result of this RFP will constitute a binding agreement between CYFD and the awarded contractor(s) and may be utilized exclusively by those parties.

D. PROCUREMENT MANAGER

The Children, Youth, and Families Department (CYFD) has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Michelle Taylor, Procurement Manager
Telephone: (505) 372-8300
Email: ASD.CDU@cyfd.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA CYFD'S Bonfire SYSTEM IS PERMITTED. See link: (https://cyfd.bonfirehub.com/) Proposals submitted by facsimile, or other electronic means other than through the CYFD's electronic e-procurement system, will not be accepted.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Agency**" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. "**Award**" means the final execution of the contract document.

3. **"At-Risk"** means the juvenile has demonstrated specific behaviors that if repeated will make the juvenile eligible for a referral to juvenile probation and parole, and these behaviors have come to the attention of public agency officials such as the public school, law enforcement or protective services officials. Youth, parent(s), or guardians may also self-refer.

4. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

6. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act

§§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

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

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

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

11. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the eProNM system.

12. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

13. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

14. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. "Evidence-based" means incorporates methods demonstrated to be effective for the intended population through scientifically based research, including statistically controlled evaluations or randomized trials; can be implemented with a set of procedures to allow successful replication in New Mexico; when possible, has been determined to be cost beneficial.

16. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

17. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.

18. High-risk youth- High-risk youth is defined by the federal definition under **20 U.S.C. § 1087ii(b)**, "individuals under the age of 21 who are low-income or at risk of abuse or neglect, have been abused or neglected, have serious emotional, mental or behavioral disturbances, reside in placements outside their homes, or are involved in the Juvenile Justice System".

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "Innovative" means the creation, development and implementation of a new process or service with the aim of improving efficiency, effectiveness, or competitive advantage. Innovation may apply to programs, processes, and services.

21. "**IT**" means Information Technology.

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

23. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

24. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

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

26. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

27. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

28. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

29. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The

project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

30. "Promising" means that a program or practice, based on statistical analyses or preliminary research, presents potential for becoming research-based or evidence-based.

31. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

33. "Research Based" means that a program or practice has some research demonstrating effectiveness but does not yet meet the standard of evidence-based.

34. "**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.

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

36. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into Agency's Bonfire system prior to the submission deadline stated in the RFP.

37. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

38. "**SPD**" means State Purchasing Division of the New Mexico State General Services Department.

39. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

40. "**State (the State)**" means the State of New Mexico.

41. "**State Agency**" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

"State agency" includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

42. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

43. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

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

45. "**Written**" means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.
http://cyfd.bonfirehub.com/

Other relevant links:
How to find research-based, promising, or evidence-based programs for youth:
Penn State| Results First | Clearinghouse Database

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	September 24, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	October 8, 2026
3. Deadline to submit Written Questions	Potential Offerors	October 22, 2026
4. Response to Written Questions	Procurement Manager	November 5, 2026
5. Submission of Proposal	***Potential Offerors***	***November 19, 2026***
6.* Proposal Evaluation	Evaluation Committee	November 20, 2026 to December 3, 2026
7.* Selection of Finalists	Evaluation Committee	December 10, 2026
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	December 10, 2026, to December 31, 2026
9.* Contract Awards	Agency/ Finalist Offerors	July 1, 2027
10.* Protest Deadline	Agency	+15 days

*Dates indicated in Events 7 through 10 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Children, Youth and Families Department (CYFD) on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager Michelle Taylor, ASD.CDU@cyfd.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 5:00 PM MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: http://cyfd.bonfirehub.com/

5. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS**. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Bonfire system by the deadline set forth in this RFP. The Bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both (1) fully complete; and (2) received, via the Bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Bonfire system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In*

accordance with statute and rule, ***NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through CYFD's Bonfire electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the CYFD electronic e-procurement system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

8. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

10. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been

named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Jerold RoybalChavez, Chief Procurement Officer
Children, Youth and Families Department
1120 Paseo de Peralta – Room 114
Santa Fe, New Mexico 87501
jerrold.roybalchavez@cyfd.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the

agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what

is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. **Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.**

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §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, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the

same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: https://cyfd.bonfirehub.com/

28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

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

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only necessary if the responses differs from the individual identified in A)*;
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in Appendix E will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

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

liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal identified as **INDIVIDUAL** and one proposal identified as **GROUP** in response to this RFP.

Offerors wishing to propose services to provide face-to-face, virtual, and Hi-Risk mentoring services for troubled or at-risk youth in a One-on-One (individual) setting shall submit only one proposal identified as **INDIVIDUAL**

Offerors wishing to propose services to provide face-to-face, virtual and Hi-Risk mentoring services for troubled or at-risk youth in a group setting shall submit only one proposal identified as **GROUP.**

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA (CYFD's E-procurement System Bonfire) https://cyfd.bonfirehub.com/

Any proposal that does not adhere to the requirements of this **Section II.B** and **Section III.C Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

1. Electronic Submission Requirements

a. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate uploads**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

b. **Complete proposal upload prior to submission deadline** - ***It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Bonfire system by the deadline set forth in this RFP.*** *The Bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror,* ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received, via the Bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Bonfore system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE OFFER CAN BE ACCEPTED****.*

c. **Upload a single Technical file and a single Cost file, unless a document exceeds 50MB** - The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 50MB may be submitted as multiple uploads, which must be* ***the least number of uploads necessary to fall under the 50mb limit****.*

d. **DO NOT upload .zip files** - In accordance with the State of New Mexico's Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section II.B.1.d, above, requirements for uploading large files.

e. **DO NOT password-protect proposal documents** – The Agency Bonfire system is secure, and accessible only to Agency personnel, through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.

2. **Technical Proposal –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. ***EXCEPTION****: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* ***The Technical Proposal SHALL NOT contain any Cost information.***

    a. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :

        i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**

        ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

3. **Cost Proposal –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading. ***EXCEPTION****: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
   a. Statement of Problem/Community Need/Target Population
   b. Program Design and Implementation
   c. Organizational Experience
   d. Outcomes and Performance Measures
   e. Organizational References (Optional: Offeror may include a list of its references)
   f. Business Specification
   g. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Objective:

New Mexico's Children, Youth and Families Department (CYFD) is committed to supporting a network of quality mentoring providers and effective approaches that provide a consistent, positive influence in the lives of youth people who would benefit from mentoring support, connecting the young person to personal growth and development, and social and economic opportunities.

To improve outcomes of maintained enrollment in school age children 6 – 18 years of age school program (including home school), or progress in pursuing other documented educational goals through youth one-on-one mentoring.

By engaging New Mexico at-risk youth in a mentoring program to assist in identifying and attaining academic and personal goals, our youth and young adults will be better prepared for their GED, high school graduation, advancement to technical school/college, or the workforce and become productive members in their local communities and the state of New Mexico. The One-on-One, Group Youth, Virtual and Hi-Risk Mentoring programs will provide youth with the confidence, resources, continuity, and support they need to achieve their potential.

Activities:
The Contractor shall:

Provide face-to-face mentoring services for at-risk youth and high-risk youth in a one-on-one (individual) setting. The youth to be served must be between the ages of six (6) and eighteen (18) years of age. Each youth served must participate in at least one allowable activity area for a minimum of three (3) hours a month. Youth served must be at-risk or high-risk, and meet one or more of the following criteria:

At Risk:

- Failing one or more subjects in school
- Low attendance in school
- Demonstrating behavioral or emotional issues
- At-risk of child abuse or substance abuse
- Come from a single parent, foster home, or in kinship care and are in need of a positive role model
- Receiving special education services
- Have disabilities and/or special health needs

High-Risk

- Part of the Juvenile Justice System
- Gang involved youth.
- Foster Care involved youth.
- Have incarcerated parent(s)
- Out of school youth/dropouts
- Pregnant/parenting youth
- LGBTQIA+
- Immigrant or refugee youth
- Runaway or homeless youth
- Victims of Commercial Sexual Exploitation

Allowable activities shall meet one or more of the following program areas:

- Academic Success
  - Tutoring
  - Academic Enrichment
  - STEM/STEAM
  - College Access
  - Media Literacy
  - Cyber Safety

- Health & Wellness
  - Healthy Lifestyles
  - Hygiene & Personal Care
  - Mind & Body
  - Pregnancy Prevention
  - Bullying Prevention
  - Substance Abuse Prevention
  - Counseling
  - Cultural Customs & Values

- Life Skills
  - Life Skills/Social Skills
  - Leadership Development
  - Character & Citizenship
  - Community Service & Engagement
  - Career Exploration
  - Job Readiness
  - Economic/Financial Literacy

- Fitness and Structured Recreation
  - Fitness Activities
  - Arts & Crafts
  - Sports Exposure and Skills Development

- Gross and Fine Motor Skills Activities

Duties and Responsibilities:

The Contractor shall:

All mentoring services must meet the following overall minimum standards:

1. Delivered in a manner consistent with Trauma-Informed Care principles.

2. Delivered in a manner consistent with one of the youth development fundamental approaches: Positive Youth Development Perspective, the Developmental Assets Framework, Youth Risk and Protective Factors or Grit and Resilience Development.

3. Utilize an evidenced-based or evidenced-informed program/practice to be implemented with fidelity in service delivery.

4. All program staff will be trained and sensitive to multicultural issues to include, at minimum, ethnicity, LGBTQI-GNC, generational poverty and youth culture.

5. All programs will build and maintain relationships with other agencies/organizations in the community in order to:
   - Build referral sources such as schools, juvenile probation, other youth serving organizations, mental health, etc., to solicit participants.
   - Establish a network of resources so that youth and families can be referred to other community resources in order to meet all needs of the youth.

6. Recruit appropriate mentors and mentees by realistically describing the program's aims and expected outcomes.

7. Screen prospective mentors to determine whether they have the time, commitment and personal qualities to be an effective mentor.
   - Mentor agrees to a calendar or school year minimum commitment for the mentoring.
   - Mentor agrees to participate in face-to-face meetings with his/her mentee(s) at least four hours a month over the course of a calendar or school year.
   - Program conducts at least one face-to-face meeting with the mentor quarterly.

8. Train prospective mentors in the basic knowledge and skills needed to build an effective mentoring relationship.
   - Mentor training includes the following topics, at a minimum:
     a. Program rules;
     b. Mentor goals and expectations for the mentor/mentee relationship;
     c. Mentor obligations and appropriate roles;
     d. Relationship development and maintenance;
     e. Ethical issues that may arise related to the mentoring relationship;
     f. Effective closure of the mentoring relationship; and

g. Sources of assistance available to support mentors.
h. Fundamental youth development approach being used: Positive Youth Development Perspective, the Developmental Assets Framework, Youth Risk and Protective Factors or Grit and Resilience Development.
i. Cultural, gender and economic issues; and mentors are provided an understanding of trauma-informed care.
j. Opportunities and challenges associated with mentoring specific populations of children (e.g. children of prisoners, youth involved in the juvenile justice system, youth in foster care, high school dropouts), when relevant.
k. Procedures to address problem resolution.

- Program provides training for the mentee and his/her parent(s)/guardian(s) (when appropriate) on the following topics:
  a. Program guidelines;
  b. Mentor obligations and appropriate roles;
  c. Mentee obligations and appropriate roles; and
  d. Parental/guardian involvement guidelines.
  e. Procedures to address problem resolution.

9. Match mentors and mentees along dimensions likely to increase the odds that mentoring relationships will endure.

10. Monitor mentoring relationship milestones and child safety while providing support to mentors with ongoing advice, problem-solving support and training opportunities for the duration of the relationship.
    - Program provides mentors with ongoing support and training to help mentors negotiate challenges in the mentoring relationships as they arise.
    - Program has quarterly contact, at minimum, with a key person in the mentee's life for the duration of the match.

11. Facilitate bringing the match to closure in a way that affirms the contributions of both the mentor and the mentee and offers both individuals the opportunity to assess the experience.
    - Program has procedure to manage anticipated closures, including a system for a mentor or mentee rematch.
    - Program has procedure to manage unanticipated match closures, including a system for a mentor or mentee rematch.
    - Program conducts and documents an exit interview with mentor and mentee.
    - Program has a written statement outlining terms of match closure and policies for mentor/mentee contact after match ends.

12. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 7, Trauma-Responsive and Coaching

Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

A. One-on-One (Individual) Mentoring

Contractor(s) must provide face-to-face one-on-one (individual) youth mentoring services in the outlined program areas. Contractor(s) shall have the capability to match qualified mentors with troubled or at-risk youth, who need or who will benefit from having a caring, responsible adult in their lives, to ensure that youth may achieve their potential. Mentoring services may take place in a variety of venue settings within New Mexico. Contractor(s) will be reimbursed $75 per hour for youth at risk receiving three or more hours of services per month and $100 per hour for youth at high-risk receiving three or more hours of services per month.

B. Group Youth Mentoring

Contractor(s) must provide face-to-face and/or virtual group youth mentoring services to eligible youth within a group setting in the outline program areas. It has been determined that a more formal, smaller group mentor-mentee ratio is in line with national practices and would better serve mentees than current less-formal, large group approach. Groups are thereby defined as having one mentor to six mentees (1:6) and consisting of a specific curriculum or structured learning objective over the course of three (3) or more hours per month. Contractor(s) will be reimbursed twenty-five dollars ($25) per hour for each eligible/registered youth member of a funded group activity, within the outlined program areas, operational at least three (3) hours or more per month.

Program Minimum Requirements

Contractor(s) must meet a minimum level of administrative and fiscal capacity in order to contract with the State of New Mexico. Therefore, the Contractor(s) must be willing to meet and/or exceed the following Program Minimum Requirements.

- Staffing related requirements such as ensuring that all staff, volunteers, and subcontractors receive applicable training and/or certifications prior to directly working with youth;
- CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC;
- Complying with CYFD requirements for maintaining a tracking system to report all required data;
- Complying with reporting requirements on a monthly, quarterly and annual basis in the format to be provided by CYFD at the time of contract execution;
- Providing facilities, supplies, equipment and materials sufficient enough to successfully administer one-on-one youth mentoring programs; and

- Maintaining required insurance coverage such as liability, Workers' Compensation, directors and officers, and automobile.

The Contractor(s) will be given ninety (90) days from the date of Contract execution to meet all Program Minimum Requirements. The Contractor(s) are not eligible for payment until all Program Minimum Requirements are met.

III. Target Population

At-risk youth and high-risk, six (6) to eighteen (18) years of age and are residents of the State of New Mexico.

IV. Outcomes

A. Outcome 1: Year One – 60%, Year Two – 65%, Year Three – 70%, and Year Four – 75% of participants will participate in one-on-one or group mentoring services a minimum of five months.
B. Outcome 2: Year One – 60%, Year Two – 65%, Year Three – 70%, and Year Four – 75% of participants will build skills and knowledge as demonstrated on pre/post measurements designed for each specific program.
C. Outcome 3: Year One – 60%, Year Two – 65%, Year Three – 70%, and Year Four – 75% of participants will continue to show academic progress during the time of program participation.
D. Outcome 4: Year One – 60%, Year Two – 65%, Year Three – 70%, and Year Four – 75% of participants will demonstrate a reduction in individually identified risk factors during the time of program participation.
E. Outcome 5: Year One – 60%, Year Two – 65%, Year Three – 70%, and Year Four – 75% of participants will establish, maintain, or improve relationships with a positive, caring adult.
F. Outcome 6: Year One – 60%, Year Two – 65%, Year Three – 70%, and Year Four – 75% of participants indicate an improvement in life circumstances in an evaluation survey developed by the service provider or by CYFD for use with participants.
G. Contractor(s) will report outcomes for all funded youth following the data collection procedures to be provided prior to the funding start date.

V. Trauma-Informed Care Principles

Safety:

Throughout the organization, staff and the people they serve feel physically and psychologically safe.

Trustworthiness and Transparency:

Organizational operations and decisions are conducted with transparency and the goal of building and maintaining trust among staff, program participants, and family members of those receiving services.

Peer Support and Mutual Self-Help:

These are integral to the organizational and service delivery approach and are understood as a key vehicle for building trust, establishing safety, and empowerment.

Collaboration and Mutuality:
These is true partnering and leveling of power differences between staff and participants and among organizational staff from direct care staff to administrators. There is recognition that healing happens in relationships and in the meaningful sharing of power and decision-making. The organization recognizes that everyone has a role to play in a trauma-informed approach. One does not have to be a therapist to be therapeutic.

Empowerment, Voice and Choice:
The organization aims to strengthen the staff's, participants, and family member's experience of choice and recognize that every person's experience is unique and requires an individualized approach. This includes a belief in resilience and in the ability of individuals, organizations, and communities to heal and promote recovery from trauma. This builds on what participants, staff, and communities have to offer, rather than responding to perceived deficits.

Cultural, Historical, and Gender Issues:
The organization actively moves past cultural stereotypes and biases (e.g., based on race, ethnicity, sexual orientation, age, geography), offers gender responsive services, leverages the healing value of traditional cultural connections, and recognizes and addresses historical trauma.

VI. Evidence-Based/Driven Practices and Programs

A. Evidence-based practice is defined as bringing together the best available research, professional expertise, and input from youth and families to identify and deliver services that have been demonstrated to achieve positive outcomes for youth, families and communities. Evidence-driven practice is defined as those services that have not yet been demonstrated as effective through research but show promise through other evaluation methods in achieving positive outcomes for youth, families and communities.

B. For the youth mentoring field, Elements of Effective Practice for Mentoring, 4th Edition, provides mentoring program standards and guidelines for mentoring program.

B. TECHNICAL SPECIFICATIONS

The information contained in this section will facilitate the evaluation of the Offeror's technical approach to provide the required services. Provide in your response, a detailed answer to each question/factor listed below. (Note: Applicants planning to pass through funds to subgrantees to provide services must provide requested information for each subgrantee when submitting a response to the RFP.) First, begin with a verbatim statement of the question/factor and then provide the response. If the question/factor is not applicable to your business/organization, you must respond with N/A, do not omit the question/factor. For Direct Service providers there is a 25-page maximum, single spaced, 12pt font, New Times Roman. For Pass Through entities there is a 40-page maximum, single spaced, 12pt font, New Times Roman.

1. Statement of Problem/Community Need/Target Population

Offerors **must**:

a. Describe the target population that is intended to be served.

b. Determine the proposed number of individuals to be served and describe how the projected number is determined and cite the sources used to make the determination of the projected numbers.

c. Explain how the target population will be recruited, including outreach and networking activities.

d. Identify and describe the service area for the target population and explain the need for child abuse prevention services in the target service area.

e. Describe any needs that have not been addressed or provide needs assessment for your community or geographic area. Focus on the unique characteristics of the need in the geographic area to be served and cite sources used to determine justification and demographic data.

2. Program Design and Implementation

Offerors **must**:

a. Describe completely in the narrative how the proposed project or program is innovative in design or delivery. Utilize an evidenced-based or evidenced-informed program/practice to be implemented with fidelity in service delivery.

b. Describe how the proposed services relate to the target population and are tailored to the individual communities or geographical area to be served (rural versus urban). Include both definitions/explanations of the proposed services and the number of the service activities that will be provided for the projected number of participants.

c. Describe the activities of your project, timeframes, when the provision of services will be initiated, and a timeline for when they will be completed during the overall contract including the start-up dates, if appropriate.

3. Organizational Experience

Offeror **must**:

a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of community, juvenile and families services.

b) provide a resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as individuals providing direct services or correspondence with children or families. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses.

c) Describe at least two project successes related to community-based programing, juvenile justice, and support services. Include how each experience improved the Offeror's services.

3. Capacity and Capability

Offeror **must**:

A. Describe trainings provided to volunteer mentors or paid staff providing direct one-on-one or group youth mentoring services

i. Are these trainings provided on a monthly, quarterly, yearly basis?

ii. Describe how the trainings address the following;

a. Program rules;
b. Mentor goals and expectations for the mentor/mentee relationship;
c. Mentor obligations and appropriate roles;
d. Relationship development and maintenance;
e. Ethical issues that may arise related to the mentoring relationship;
f. Effective closure of the mentoring relationship; and
g. Sources of assistance available to support mentors.
h. Fundamental youth development approach being used: Positive Youth Development Perspective, the Developmental Assets Framework, Youth Risk and Protective Factors or Grit and Resilience Development.
i. Cultural, gender and economic issues; and mentors are provided an understanding of trauma-informed care.
j. Opportunities and challenges associated with mentoring specific populations of children (e.g. children of prisoners, youth involved in the juvenile justice system, youth in foster care, high school dropouts), when relevant.
k. Procedures to address problem resolution.

iii. Describe the steps, to include specific timelines for each step, which will be taken to ensure training requirements are met for each staff/volunteer.

B. Describe Offeror's business/organization policy and procedures as it relates to Background Checks.

i. How will the Offeror's business/organization meet the criminal background check requirements set forth in NMAC 8.8.3, for paid staff, volunteers, students/interns, and subcontractors?
Describe how the Offeror's business/organization will submit fingerprint cards and the appropriate fee to Procuring Agency Background Check Unit for such employees, volunteers or staff required to have background checks, per NMAC 8.8.3.

ii. Explain relevant experience (include the number of years and geographic areas) Offeror's business/organization has providing individualized one-on-one youth or group mentoring engagements to include, but not limited to:

a. Academic Success
b. Health & Wellness
c. Life Skills
d. Fitness & Structured Recreation

iii. What is Offeror's experience in tracking youth outcomes related to mentoring services?
   a. Does Offeror's business/organization currently collect the following information as required in Section IV.A
      1. Monthly individual youth participation by allowable engagement/activity (attendance/hours)
      2. Youth age and description of each youth's risk factor(s)
      3. Pre/post measurements designed for each specific program.
      4. Academic progress during the time of program participation.
      5. Reduction in individually identified risk factors and/or an increase in protective factors during the time of program participation.
      6. Establishment, maintenance, or improvement in relationships with a positive, caring adult.
      7. Improvement in life circumstances in an evaluation survey developed by the service provider or by CYFD for use with participants

4. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state, or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a. Client name;
b. Project description;
c. Project dates (starting and ending);
d. Staff assigned to reference engagement that will be designated for work per this RFP; and
e. Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by each Offeror's Total Program Cost as compared to the Lowest Responsive Offeror's Total Cost.

$$\frac{\text{Lowest Responsive Offeror's Total Cost of the Project/Program}}{\text{Each Offeror's Total Cost of the Project/Program}} \times \text{Available Award Points}$$

4. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals.

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
B. Technical Specifications (700 Total Points)	
B. 1. Statement of Problem/Community Need/Target Population	100
B. 2. Program Design and Implementation	400
B. 3. Capacity and Capability	100
B. 4. Organizational Experience	100
B. 5. Organizational References	Pass/Fail
C. Business Specifications (300 Total Points)	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	300
TOTAL POINTS AVAILABLE	**1,000**
C.7. New Mexico / Native American Resident Preference	**80**
C.7. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	**100**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Statement of Problem/Community Need/Target Population (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's detailed response to each question. The Evaluation Committee will weigh the extent and relevancy of Offeror's response, and the extent of services Offeror provides.

2. B.2 Program Design and Implementation (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's detailed response to each question. The Evaluation Committee will weigh the extent and relevancy of Offeror's response, and the extent of services Offeror provides.

3. B.3 Capacity and Capability (See Table 1)

Points will be based on the extent and applicability of Offerors well thought-out and detailed response. The Evaluation committee will weigh the relevance and extent of Offeror's personnel and facilities.

4. B.4 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

5. B.5 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

6. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

7. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

8. C.3 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

9. C.4. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. **New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or

Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. **New Mexico/Native American Resident Veteran Preference**
If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Youth Mentoring Program
27-690-3000-36943

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Michelle Taylor
E-mail: ASD.CDU@CYFD.NM.GOV
Subject Line: Youth Mentoring Program
RFP# 27-690-3000-36943

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:_____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. Provider shall perform the work outlined in the **Scope of Work - Attachment 1, which by reference is incorporated herein.**

B. If Providers performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients) or if the performance of the scope of work requires Contractor's access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:

1) obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3 NMAC.

2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.*

2. Compensation.

A. Agency shall pay to Contractor in full payment for services satisfactorily performed as outlined **Attachment 2 – Budget**, which is incorporated by reference herein. The total amount payable to Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **WRITE OUT NUMBER ($AMOUNT).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying Agency when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be paid for services provided more than the total compensation amount without this Agreement being amended in writing prior to those services more than the total compensation amount being provided.

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 GSD/SPD. All invoices MUST BE received by Agency

no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, Agency's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults

under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either Agency or Contractor of notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Agency; 2) comply with all directives issued by Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of Agency upon termination and shall be submitted to 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 Agency to Contractor. Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If Agency proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

Contractor and its agents and employees are independent contractors performing professional services for Agency and are not employees of the State of New Mexico. 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. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the State of New Mexico unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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 Agency.

8. Subcontracting.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior approval by Agency Cabinet Secretary or Designee. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Agency. Contractor must notify subcontractors that they are subject to the requirements of Paragraph 1, Scope of Work, when applicable, and Paragraph 19, Records and Financial Audit, of this agreement.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. 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. 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, NMSA 1978, §10-16-1, *et seq*. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

2) this Agreement complies with NMSA 1978, §10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) 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 Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, §10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, §10-16-8(A), (i) 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) 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 Agency's making this Agreement;

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

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

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

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this Paragraph.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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, 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 gender, or gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is determined by Agency to be out of compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

A. If Contractor is receiving State or federal funds from Agency, Contractor shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, Contractor shall comply with the audit requirements of the Single Audit Act. This includes Contractor retaining its financial records for a period five (5) years after the time the audit was released.

B. If Contractor receives more than Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in federal funding, or more than Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) from Agency, in any single fiscal year, Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

C. Contractor shall maintain the financial statements for a period of no less than six (6) years and shall make the financial statements and the CPA's audit or opinion available to Agency upon request.

D. Applicable annual financial reports shall be submitted to Agency no later than six (6) months following the close of Contractor's fiscal year.

E. To ensure proper delivery and receipt, Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room 103
Santa Fe, New Mexico 87501

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00).

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. 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.

23. 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.

24. 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 Agency:

Children, Youth and Families Department

Contracts Development Unit

ASD.CDU@cyfd.nm.gov

1120 Paseo de Peralta Room 101

Santa Fe, NM 87501

To Contractor:

[insert name, address, telephone number and email].

25. Licensure.

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

26. Liability Insurance.

Contractor shall maintain professional and general liability insurance, as required, for all services provided under this agreement and Contractor shall supply evidence of such coverage upon Agency's request.

27. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, State, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978§§ 2-11-1, *et. seq*., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For Agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractor shall adhere to fiscal and administrative standards in accordance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards
2. State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division https://www.nmdfa.state.nm.us/financial-control/resource-information/manuals/

3. The State of New Mexico State Auditor, State Audit Rule
   http://www.saonm.org/state_auditor_rule
4. Title 2 CFR, Subtitle A, Chapter I, Part 170, Reporting Sub-award and Executive Compensation Information
   https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-170?toc=1
5. Title 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards
   https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1
6. FASB and AICPA Statements and Professional Pronouncements.
   https://www.fasb.org/
   https://www.aicpa-cima.com/resources/download/aicpa-statements-on-auditing-standards-currently-effective
7. U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
   https://www.gao.gov/yellowbook

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

   i. CFDA Number – XXX_____. OR N/A
   ii. Program Title – XXX_____. OR N/A
   iii. AGENCY/OFFICE – XXX_____. OR N/A
   iv. GRANT NUMBER – XXX_____. OR N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX_____. OR N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

1. This Agreement and Contractor's employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

2. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. Agreements and subgrants that involve the expenditure of federal funds for amounts in excess of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) require the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended

(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding One Hundred Thousand Dollars and Zero Cents ($100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars and Zero Cents ($10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars and Zero Cents ($10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. <u>Property.</u>

A. Title to all property furnished by Agency shall remain in Agency. Title to all property acquired by Contractor, including acquisition through lease-purchase agreement, for the cost of which Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in Agency upon delivery of such property to Contractor. Title to other property, the costs of which is to be reimbursed to Contractor under this Agreement, shall immediately vest in Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this Agreement or 3) reimbursement of the cost thereof by Agency, whichever first occurs.

B. Title to Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property to assure its full availability and usefulness for performance under this agreement. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace Agency property.

29. Authority.

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

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

By: _____ Date: _____
Agency

By: _____ Date: _____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Agency's Chief Financial Officer

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.

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

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

Attachment 1 – Scope of Work
CONTRACTOR NAME

Purpose:

The Purpose of this Agreement, including its goals and objectives are:

[Include a brief narrative that describes the work to be conducted by the Contractor and include the project's goals and objectives. Performance measures and activities are not required, but if being included, do so in this section.]

Goals:

Objectives:

Performance Measures:

Activities:

Deliverables (including due dates):

Attachment 2 – Budget
CONTRACTOR NAME

The total amount payable to Contractor under this Agreement shall not exceed **XXXXXXXXXXXXXXXXXX ($amount)** including expenses and applicable gross receipts tax.

Agency shall pay to Contractor in full payment for services satisfactorily performed at pursuant to the Scope of Work at the hourly rate of xxxxxxx ($xxxxx)_____ (or BASED UPON DELIVERABLE, MILESTONES, ETC.), such compensation not to exceed the amount stated herein.

FUNDING SOURCE:

Attachment 3 – Trauma Responsive Care and Services Training
CONTRACTOR NAME

Revised 04.12.2022

The New Mexico Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive;* providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice;* and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice.*

To achieve this, our contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the cross-department (Human Services Department and CYFD) training committee. Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the cross-department (Human Services Department and CYFD) training committee, are outlined in a separate document. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager.
3. Contractor staff include those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position ("leaders").
4. In each invoice, Contractors will:
   - report current leaders and staff who have direct contact with children who have worked for the Contractor for more than 6 months, and
   - provide certification of completion for those who have completed the initial training requirements.
5. At least 70 percent of Contractor's staff must have completed required trauma responsive training as outlined in a separate document within three (3) months of hire for Contractor to continue invoicing for services.
6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken, less than six (6) months prior to hire, may be submitted for approval of the HSD-CYFD training committee, via Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor, Contractors are responsible for ensuring that the subcontractor's staff receive the mandated trauma responsive care and service delivery training.

CYFD will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.
2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager. Program Manager will route the request to cross-department HSD-CYFD training committee for approval and provide written notice of its decision within ten (10) working days following receipt of the request.

APPENDIX D

COST RESPONSE FORM

GENERAL:
The Offeror **must** complete and return the Cost Response Form located at Appendix D and shall describe in detail all the line-item expenditures requested in the Budget Line
Item located at Attachment D to support the proposed project funding.

SPECIFIC:

Line Item Description - Enter the title of services to be provided.

Base Request - Enter the appropriate budget amount requested.

Justification/Description - Provide a **detailed** narrative that supports the requested amount.

Note: Total each expenditure category to equal the total requested funding amount.

LINE ITEM DESCRIPTION	BASE REQUEST	JUSTIFICATION/ DESCRIPTION
Total Budget Amount		

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP:#27-690-3000-36943

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	
Vendor ID	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):
____ No.
____ Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)
____ No.
____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

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

Sign: _____ Date: _____
(*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Michelle Taylor at ASD.CDU@CYFD.nm.gov by 5:00 PM MST/MDT November 19, 2026, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP #27-690-3000-36943
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Children, Youth and Families Department via e-mail to:

Name: Michelle Taylor
Email: ASD.CDU@CYFD.nm.gov

Forms must be submitted no later than 5:00 PM November 19, 2026**,** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Michelle Taylor, 505-372-8300 ASD.CDU@CYFD.NM.GOV. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:
Name: _____ Rating:
Name: _____ Rating:
Name: Rating:
COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

11. Is there any other information you wish to share regarding this vendor?