

GENERAL SERVICES DEPARTMENT
STATE PURCHASING DIVISION
AND
NEW MEXICO CORRECTIONS DEPARTMENT
REQUEST FOR PROPOSALS (RFP)

**BEHAVIORAL HEALTH SERVICES FOR WOMEN
INMATES**



RFP# 60-770-15-05171

Release Date:
December 11, 2015

Proposal Due Date:
January 4, 2016

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to obtain a Contractor to provide Behavioral Health Services (BHS) for female offenders housed at Western New Mexico Correctional Facility (WNMCF), located in Grants, New Mexico and Springer Correctional Center (SCC), located in Springer, New Mexico. The Contractor will provide a minimum of 20 behavioral health providers who will address the behavioral health needs of the female inmate population. The Contractor will provide crisis intervention and a range of individual and group therapeutic interventions including but not limited to, brief counseling, and psycho-education. The Contractor shall be responsive to the assessed behavioral health risks and needs of individual female inmates including those with substance-related and addictive disorders, psychiatric, medical (acute, chronic, long-term), personality disorder, and diagnostic evaluation needs as well as those in special management/restrictive housing placements. The licensed behavioral health providers shall provide behavioral health intake screening, assessment, diagnosis, treatment planning and management for all identified diagnoses, programming, continuity of care services, and consultations with other disciplines.

The behavioral health services shall incorporate a gender responsive and trauma informed approach to treatment and programming for women dealing with psychological, emotional, medical, physical, educational, spiritual, and socioeconomic and sociopolitical issues. The Contractor will have demonstrated expertise and experience successfully delivering behavioral health services to female inmates. The Contractor shall provide their philosophy on trauma informed behavioral health care within in a correctional setting as well as concrete strategies to implementing a trauma informed behavioral health care system. Crucial to this proposal the Contractor will present a plan for multi-disciplinary patient centered communication and decision making to be coordinated with medical, psychiatric and security staff.

Comprehensive treatment and programming shall address a range of issues, including but not limited to prison adjustment, substance-related and addictive disorders and co-occurring disorders, trauma and victimization, suicidal/self-harm, violence and intimate partner violence, shame and stigma, interpersonal violence and physical, emotional, and sexual abuse, , healthy relationships, , life skills, discharge and reintegration issues, and issues related to pregnancy, parenting and family. All services, programming, treatment, and care of inmates shall be provided in accordance with accepted standards for behavioral health care practice and are to be in compliance with New Mexico Corrections Department (NMCD) Policy, American Correctional Association (ACA) Standards, and the Prison Rape Elimination Act (PREA).

B. BACKGROUND INFORMATION

The WNMCF has traditionally lacked behavioral health providers for behavioral health services, programming, and treatment have been extremely inconsistent. Recruiting and maintaining a consistent number of behavioral health providers at the SCC and WNMCF have been a variable that has also impacted services. The current staffing patterns at the SCC and WNMCF will not be sufficient to address the behavioral health needs of the female inmate population proposed to be housed at these facilities.

C. SCOPE OF PROCUREMENT

The successful Offeror will provide licensed behavioral health providers and services with gender responsive and trauma informed treatment and programming for female offenders housed at SCC and WNMCF.

D. PROCUREMENT MANAGER

1. The New Mexico Corrections Department 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: Joe G. Rael, Procurement Manager
Address: 4337 NM Highway 14
PO Box 27116
Santa Fe, NM 87502-0116
Telephone: (505) 827-8673
Fax: (505) 827-8634
Email: josephg.rael@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: **Attn: Joe G. Rael**
Reference RFP Name: Behavioral Health Services for Women Inmates
RFP # 60-770-15-05171
Address: Administrative Services Division
4337 NM Highway 14
Santa Fe, New Mexico 87508

All responses must be clearly marked with the RFP number, and closing date/time.

3. **Any inquiries or requests** regarding this procurement should 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 RFP.
4. **Protests of the solicitation or award must be delivered by mail to the Protest Manager (see page 9).** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**ACA**” means the American Correctional Association

“**Agency**” means the New Mexico Corrections Department (NMCD)

“**Award**” means the final execution of the contract document.

“**Behavioral Health Services**” means provides mental health care and substance-related and addictive disorder services, in consultation with other disciplines, to inmates incarcerated in the Agency.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

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

“**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.

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

“**Director**” means the Division Director for the New Mexico Corrections Department Adult Prisons Division.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“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.

“Gender Responsive” is an approach to service delivery that acknowledges and addresses the distinct needs, characteristics, and life experiences of women in an environment that reflects an understanding of the realities of women’s lives.

“Gender Responsive Programming” means gender responsive approaches are multidimensional and must address social (e.g., poverty, race, class, and gender inequality) and cultural factors, as well as specific therapeutic interventions. These interventions address issues such as abuse, violence, family relationships, substance abuse, and co-occurring disorders. They provide strength-based approach to treatment and skill building and the emphasis is on self-efficacy.

“IT” means Information Technology.

“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 will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“NMCD” is the New Mexico Corrections Department.

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

“PREA” is the Prison Rape Elimination Act.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“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.

“Recreational Technicians” means a Correctional Officer who has become a trained paraprofessional experienced in providing recreational opportunities to special populations. Recreational technicians will focus on gender responsive activities for women that take into

account physical, psychological, emotional, spiritual, and sociopolitical issues. Comprehensive treatment programming will universally address trauma, shame and stigma, physical and sexual abuse, relationship issues and issues related to motherhood. Recreational technicians report to the Behavioral Health Services Bureau.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

“Responsive Offer” or 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Secretary” means the Cabinet Secretary for the New Mexico Corrections Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

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

“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.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Trauma-informed Approach**” means a program, organization, or system that is trauma-informed: realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; responds by fully integrating knowledge about trauma into policies, procedures, and practices; and seeks to actively resist re-traumatization.

“**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.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates	Location
1. Issue RFP	NMCD	12/11/15	
2. Acknowledgement of Receipt Form for Distribution List	Potential Offerors	12/15/15 3:00 pm	APPENDIX A
3. Deadline to submit Questions	Potential Offerors	12/17/15 3:00 pm	Joe G. Rael josephg.rael@state.nm.us
4. Response to Written Questions	Procurement Manager	12/22/15	
5. Submission of Proposal	Potential Offerors	1/4/16 3:00 pm	NM Corrections Department Administrative Services Division 4337 NM Highway 14 Santa Fe, New Mexico 87508
6. Proposal Evaluation	Evaluation Committee	1/5/16 to 1/8/16	NM Corrections Department Central Office Auditorium
7. Selection of Finalists	Evaluation Committee	1/8/16	
8. Best and Final Offers	Finalist Offerors	1/15/16	
9. Finalize Contractual Agreements	Agency/Finalist Offerors	1/18/16 to 1/22/16	
10. Contract Awards	Agency/ Finalist Offerors	1/22/16	
11. Protest Deadline	NMCD	+15 days	

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Corrections Department on Friday, Date.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, fax or email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, **APPENDIX A**, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by **3:00 pm MST on Tuesday December 15, 2015**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 Mountain Standard Time/Daylight Time as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph 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 written questions will be distributed as indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's who provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies can be obtained by contacting Procurement Manager.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER HAN 3:00 PM MOUNTAIN STANDARD TIME ON MONDAY JANUARY 4, 2016. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be **sealed** and labeled on the outside of the package to clearly indicate that they are in response to the Behavioral Health Services for Women Inmates 60-770-15-05171. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 the 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. Offerors SHALL NOT initiate discussions.

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. A schedule for the oral presentation and demonstration will be determined at this time.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

9. Finalize Contractual Agreements

Any Contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offerors without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the New Mexico Corrections Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time 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 delivered to:

Jim Brewster
New Mexico Corrections Department
PO Box 27116,
Santa Fe, NM 87502-0116

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal, **APPENDIX F**. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the 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 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 deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. 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.

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

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. Confidential data is restricted to:
 - 1) confidential financial information concerning the Offeror's organization;
 - 2) and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3) PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

9. No Obligation

This 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 effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror'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 Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract **APPENDIX C**. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) 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 Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), 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 Sample 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 Sample 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. Please 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 NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the 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 the contractor's representative, if the assigned representative is not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, 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.

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: <http://www.cd.nm.gov>.

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
<http://www.insurenewmexico.state.nm.us/>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); 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 disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX F** which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal **MUST**:

- a. Identify the submitting business entity.
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- g. Identify the following with a check mark and signature where required:
 - 1) **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - 2) **Explicitly** indicate acceptance of Section V of this RFP; and
 - 3) Acknowledge receipt of any and all amendments to this RFP.
- h. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

- a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is

- directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
 - c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
 - d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. 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.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their 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>.

a. **New Mexico Business Preference**

b. **New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- a. **Technical Proposals** – One (1) ORIGINAL, Three (3) HARD COPY, and one (1) electronic copies of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copies can NOT be emailed.**

➤ Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

- b. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copies can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted CD/USB**, one (1) **redacted CD/USB**). **The electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- a. Signed Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Response to Contract Terms and Conditions
- e. Offeror's Additional Terms and Conditions
- f. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 - 1) Organizational Experience
 - 2) Organizational References
 - 3) Oral Presentation
 - 4) Financial Stability - **Financial information considered confidential should be placed in the Confidential Information binder.**
 - 5) Performance Surety Bond
 - 6) Signed Campaign Contribution Form
 - 7) New Mexico Preferences (If applicable)
- g. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

- a. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors 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.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The Scope of Work encompasses the following tasks and responsibilities:

1. Inmate Behavioral Health Care: Awarded Contractor shall provide the following behavioral health services on-site to NMCD female inmates by trained and appropriately licensed staff in accordance with all applicable policies and Standards, including NMCD Behavioral Health policies:

- Comprehensive treatment and programming shall address a range of issues, including but not limited to prison adjustment, substance-related and addictive disorders and co-occurring disorders, trauma and victimization, suicidal/self-harm, violence and intimate partner violence, shame and stigma, interpersonal violence and physical, emotional, and sexual abuse, , healthy relationships, life skills, discharge and reintegration issues, and issues related to pregnancy, parenting and family.
- Gender responsive and trauma informed treatment and programming for women to include psychological, emotional physical, spiritual and socioeconomic and sociopolitical issues.
- Suicide prevention protocols and treatment program.
- Restrictive Housing assessment per NMCD policy and consistent with ACA standards including evaluation by a licensed behavioral health clinician.
- Behavioral Health component of diagnostic evaluations ordered by the court.
- Clinical supervision program meeting NMCD Behavioral Health Policy.
- Clinical record documentation, including individual treatment plans per NMCD policy, as part of the behavioral health records
- Continuous Quality Assurance Program.
- Behavioral health orientation at the Facility through the Inmate Handbook.
- Behavioral health screening and assessment upon intake or intra-facility transfer to include screening per ACA standards.
- On-call crisis interventions.
- Psychological evaluations per NMCD Behavioral Health Policy and ACA standards.
- Group psychotherapy and psycho-education.
- Individual psychotherapy. .
- Substance-related and addictive disorders treatment including residential treatment program such as RDAP or Therapeutic Community, outpatient treatment such as MATRIX, and DWI programming.

- Assessment and treatment of the severely mentally ill with both acute and chronic mental health issues.
- Assessment and treatment of individuals receiving medical services.
- Assessment and treatment of individuals with personality disorders.
- Discharge planning

2. Substance-related and Addictive Disorders Services: Awarded Contractor shall provide substance-related and addictive disorders treatment services and documentation that proposed services are gender responsive and evidence based.

a. Residential Treatment: Awarded Contractor shall provide a residential treatment program, identified by NMCD, such as a Residential Drug Abuse Program (RDAP), Therapeutic Communities or similar program. The Contractor shall provide documentation that proposed program is gender responsive and evidence based. The program shall be for not less than (100) female inmates, (75) at WNMCF and (25) at SCC and shall be staffed and administered in accordance with a program plan that is consistent with NMCD Policy, and approved by NMCD. Such program shall include a minimum of three (3) program staff. NMCD Policy CD 185200, Residential Drug Abuse Programs, specifies that RDAP is a nine-month program. Therefore, Contractor shall be in compliance with the program participation requirement as long as there are at least (75) at WNMCF and (25) at SCC female inmates in RDAP at the beginning of the 9 month program. The Contractor will not be penalized for having fewer than (100) female inmates in RDAP if the reduced number is a result of inmates terminating or being terminated during the course of the 9 month program. Substance Abuse Treatment Coordinator (program supervisor and lead counselor) must be licensed by the State as a Licensed Alcohol and Drug Abuse Counselor. The Substance Abuse Counselors must be licensed by the State as a Substance Abuse Trainee in accordance with New Mexico State Statute 61-9A-14.1. The Facility will conduct a urinalysis program for inmates assigned to the residential treatment program, which will, at a minimum, test 5% of the inmates assigned to the residential treatment program each calendar month.

3. Outpatient Services and Psycho-Education: Outpatient services and Psycho-education shall be available to all female inmates who qualify for DWI and/or outpatient substance-related and addictive disorders programming. Awarded Contractor shall provide documentation that proposed services are gender responsive and evidence based.

4. Compliance with NMCD Standards: All Behavioral Health care, treatment, and programming will comply with NMCD Policies and Procedures and requirements of the NMCD Behavioral Health Services Bureau.

5. Trauma-informed Approach: Awarded Contractor will implement a Trauma-informed approach to be implemented.

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in inmates with the system;
- Responds by full integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

6. **Recreation:** Awarded Contractor shall provide activity schedule and programming delivered by technicians trained in gender responsive and therapeutic recreational activities.

7. **Staffing:**

a. **Behavioral Health Staffing:** Awarded Contractor agrees to provide a minimum behavioral health staffing pattern to be agreed upon. Contractor is not deemed to have met its obligations to comply with NMCD's Standards of Care or other provisions of this Agreement merely by providing the minimum number of behavioral health staff or hours of service required. Behavioral health providers must have the education and level of licensure commensurate with the services provided. Behavioral health providers shall be licensed to practice in the State of New Mexico. Contractor shall submit the credentials of these behavioral health providers to NMCD for review and approval or rejection. All services, programming, treatment, and care of inmates shall be provided in accordance with accepted standards for behavioral health care practice and are to be in compliance with requirements of the New Mexico Counseling and Therapy Practice Board, New Mexico Board of Social Work, and/or New Mexico Board of Psychologist Examiners, New Mexico Corrections Department (NMCD) Policy, American Correctional Association (ACA) Standards, and the Prison Rape Elimination Act (PREA).

b. **Licensure Requirements:** All Behavioral Health providers must be licensed in the State of New Mexico, under the requirements of the Counseling and Therapy Practice Board in accordance with 16.27.4-13 NMAC and §61-9A-4 NMSA 1978, Social Work Board in accordance with 16.63.9-11 NMAC and §61-31-4 NMSA 1978, and/or New Mexico Board of Psychologist Examiners in accordance with 16.22.5 NMAC and §61-9-4.1 NMSA 1978. Awarded Contractor shall submit the credentials of these licensed providers to NMCD for review and approval or rejection.

B. TECHNICAL SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. Organizational Experience

Contractor(s) **must**:

- A. Provide a 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 Contractor has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of inmate behavioral health services and how the Contractor has successfully provide these requested services. All behavioral health services provided to private sector will also be considered.
- B. Indicate all state contracts where your firm has provided comprehensive health services for a prison system. Please provide references and populations for each contract listed. If your firm no longer has the contract, please list the reason why the contract was not re-awarded.

- C. Corporate experience if applicable, (not individual) in administering behavioral healthcare programs in a multi-facility setting(s);
- D. Demonstrate the ability to administer the provision of behavioral health services in multiple facilities dispersed geographically throughout the state;
- E. Demonstrate the ability to provide a behavioral health care system specifically for the NMCD; must demonstrate that it has the ability to transition and that it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation.

i. Personnel

The Offeror must provide a minimum of 20 Behavioral Health providers to include a combination of licensed providers, substance abuse counselors, and clerical staff. All Behavioral Health providers shall receive and maintain gender specific training.

ii. Output and Performance/Outcome Measurements

The Offeror shall provide output and performance/outcome measurements as outlined in NMCD policies and as required by the Behavioral Health Services Bureau to monitor behavioral health services program objectives to include but not limited to:

- a) Adherence to American Correctional Association and NMCD policies and procedures;
- b) Continuity in care for chronic disease management;
- c) Management of referrals to a higher level of care outside of the facility;
- d) Evidence based criteria utilized by licensed medical professionals within the scope of their practice;
- e) Quality Assurance reports

iii. Experience

The Offeror shall include a description of the following in their proposal:

- a. The Offeror's experience in and ability to provide behavioral health services.
- b. A list of similar contracts for correctional services, including location of facility, and name and contact information of governmental entity contracted with.
- c. Evidence of the Offeror's qualifications that details experience and ability to comply with applicable court orders, ACA correctional standards and local state and federal laws;
- d. Offerors must provide a company profile that includes company ownership, number of employees both locally and nationally, company background/history and length of time that the company has been providing services;

- e. Evidence of ACA certification, if any. If not currently certified, any extension of this contract shall be contingent on the facility's certification during the initial contract period.

iv. Coordination of Services

The Offeror shall describe its "out-sourced" services and their related contracts with those organizations, or entities. This would include any behavioral health service contracts with nearby hospitals, clinics, or other qualified behavioral health providers. The Offeror shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

v. Pricing Structure

Pricing/cost proposal for 20 BHS providers and addendum cost schedule for up to 27 BHS providers should be stated this should take into account all aspects stated in the scope of work.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX D, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **Wednesday December 30, 2015** for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in 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. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address.

B. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in **APPENDIX F**. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. 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**)

5. Cost

Offerors must complete the Cost Response Form in **APPENDIX H**. Cost will be measured by tiered per diem rate. All charges listed on **APPENDIX H** must be justified and evidence of need documented in the proposal.

6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (**APPENDIX G**) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

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 by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	250
B. 1. Organizational Experience	175
B. 2. Organizational References	175
C. Business Specifications	100
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	300
TOTAL	1,000 points
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per **APPENDIX D**. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

4. C.2 Performance Bond (See Table 1)

If required. Pass/Fail only. No points assigned.

5. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.5 Cost (See Table 1)

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

Lowest Responsive Offer Bid

----- X Available Award Points

This Offeror's Bid

8. C.6. New Mexico Preferences

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

a. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

b. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

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. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). 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
REQUEST FOR PROPOSAL
Behavioral Health Services For Women Inmates
RFP No.60-770-15-05171

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **3:00 MST Tuesday December 15, 2015**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Behavioral Health Services For Women Inmates RFP# 60-770-15-05171
Joe G. Rael, Procurement Manager
4337 NM Highway 14
PO Box 27116
Santa Fe, NM 87502-0116
Phone: (505) 827-8673
Fax: (505) 827-8634
E-mail: josephg.rael@state.nm.us

APPENDIX B - Campaign Contribution Disclosure

Campaign Contribution Disclosure Form

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

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 – Sample Contract

CONTRACT NO. 60-770-15-05171

STATE OF NEW MEXICO

FOR

BEHAVIORAL HEALTH SERVICES FOR WOMEN INMATES

THIS AGREEMENT is made and entered into by and between the **New Mexico Corrections Department (NMCD)** and the State of New Mexico, herein after referred to as the “Agency” and **<Enter Vendor Name>** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

“*ACA*” means the American Correctional Association

“*Agency*” means the New Mexico Corrections Department (NMCD)

“*Award*” means the final execution of the contract document.

“*Behavioral Health Services*” means provides mental health care and substance-related and addictive disorder services, in consultation with other disciplines, to inmates incarcerated in the Agency.

“*Business Hours*” means 8:00 a.m. to 5:00 p.m. Mountain Time.

“*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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

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

“*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.

“*Director*” means the Division Director for the New Mexico Corrections Department Adult Prisons Division.

“*Gender Responsive*” is an approach to service delivery that acknowledges and addresses the distinct needs, characteristics, and life experiences of women in an environment that reflects an understanding of the realities of women’s lives.

“Gender Responsive Programming” means gender responsive approaches are multidimensional and must address social (e.g., poverty, race, class, and gender inequality) and cultural factors, as well as specific therapeutic interventions. These interventions address issues such as abuse, violence, family relationships, substance abuse, and co-occurring disorders. They provide strength-based approach to treatment and skill building and the emphasis is on self-efficacy.

“NMCD” is the New Mexico Corrections Department.

“PREA” is the Prison Rape Elimination Act.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means any state agency or local public body that chooses to procure products or services under this Contract. Other units of government, including cities, counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the SPA, are authorized to buy from this Contract.

“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.

“Recreational Technicians” means a Correctional Officer who has become a trained paraprofessional experienced in providing recreational opportunities to special populations. Recreational technicians will focus on gender responsive activities for women that take into account physical, psychological, emotional, spiritual, and sociopolitical issues. Comprehensive treatment programming will universally address trauma, shame and stigma, physical and sexual abuse, relationship issues and issues related to motherhood. Recreational technicians report to the Behavioral Health Services Bureau.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

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

“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.

“You” and “your” refers to **(Contractor Name)**. “We,” “us” or “our” refers to the State of New Mexico, Agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to participate in the Contract and whose accounts are created under this Contract.

2. Scope of Work

The Scope of Work encompasses the following tasks and responsibilities:

1. Inmate Behavioral Health Care: Awarded Contractor shall provide the following behavioral health services on-site to NMCD female inmates by trained and appropriately licensed staff in accordance with all applicable policies and Standards, including NMCD Behavioral Health policies:

- Comprehensive treatment and programming shall address a range of issues, including but not limited to prison adjustment, substance-related and addictive disorders and co-occurring disorders, trauma and victimization, suicidal/self-harm, violence and intimate partner violence, shame and stigma, interpersonal violence and physical, emotional, and sexual abuse, , healthy relationships, life skills, discharge and reintegration issues, and issues related to pregnancy, parenting and family.
- Gender responsive and trauma informed treatment and programming for women to include psychological, emotional physical, spiritual and socioeconomic and sociopolitical issues.
- Suicide prevention protocols and treatment program.
- Restrictive Housing assessment per NMCD policy and consistent with ACA standards including evaluation by a licensed behavioral health clinician.
- Behavioral Health component of diagnostic evaluations ordered by the court.
- Clinical supervision program meeting NMCD Behavioral Health Policy.
- Clinical record documentation, including individual treatment plans per NMCD policy, as part of the behavioral health records
- Continuous Quality Assurance Program.
- Behavioral health orientation at the Facility through the Inmate Handbook.
- Behavioral health screening and assessment upon intake or intra-facility transfer to include screening per ACA standards.
- On-call crisis interventions.
- Psychological evaluations per NMCD Behavioral Health Policy and ACA standards.
- Group psychotherapy and psycho-education.
- Individual psychotherapy. .
- Substance-related and addictive disorders treatment including residential treatment program such as RDAP or Therapeutic Community, outpatient treatment such as MATRIX, and DWI programming.
- Assessment and treatment of the severely mentally ill with both acute and chronic mental health issues.
- Assessment and treatment of individuals receiving medical services.
- Assessment and treatment of individuals with personality disorders.
- Discharge planning

2. Substance-related and Addictive Disorders Services: Awarded Contractor shall provide substance-related and addictive disorders treatment services and documentation that proposed services are gender responsive and evidence based.

a. Residential Treatment: Awarded Contractor shall provide a residential treatment program, identified by NMCD, such as a Residential Drug Abuse Program (RDAP), Therapeutic Communities or similar program. The Contractor

shall provide documentation that proposed program is gender responsive and evidence based. The program shall be for not less than (100) female inmates, (75) at WNMCF and (25) at SCC and shall be staffed and administered in accordance with a program plan that is consistent with NMCD Policy, and approved by NMCD. Such program shall include a minimum of three (3) program staff. NMCD Policy CD 185200, Residential Drug Abuse Programs, specifies that RDAP is a nine-month program. Therefore, Contractor shall be in compliance with the program participation requirement as long as there are at least (75) at WNMCF and (25) at SCC female inmates in RDAP at the beginning of the 9 month program. The Contractor will not be penalized for having fewer than (100) female inmates in RDAP if the reduced number is a result of inmates terminating or being terminated during the course of the 9 month program. Substance Abuse Treatment Coordinator (program supervisor and lead counselor) must be licensed by the State as a Licensed Alcohol and Drug Abuse Counselor. The Substance Abuse Counselors must be licensed by the State as a Substance Abuse Trainee in accordance with New Mexico State Statute 61-9A-14.1. The Facility will conduct a urinalysis program for inmates assigned to the residential treatment program, which will, at a minimum, test 5% of the inmates assigned to the residential treatment program each calendar month.

3. Outpatient Services and Psycho-Education: Outpatient services and Psycho-education shall be available to all female inmates who qualify for DWI and/or outpatient substance-related and addictive disorders programming. Awarded Contractor shall provide documentation that proposed services are gender responsive and evidence based.

4. Compliance with NMCD Standards: All Behavioral Health care, treatment, and programming will comply with NMCD Policies and Procedures and requirements of the NMCD Behavioral Health Services Bureau.

5. Trauma-informed Approach: Awarded Contractor will implement a Trauma-informed approach to be implemented.

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in inmates with the system;
- Responds by full integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

6. Recreation: Awarded Contractor shall provide activity schedule and programming delivered by technicians trained in gender responsive and therapeutic recreational activities.

7. Staffing:

a. Behavioral Health Staffing: Awarded Contractor agrees to provide a minimum behavioral health staffing pattern to be agreed upon. Contractor is not deemed to have met its obligations to comply with NMCD's Standards of Care or other provisions of this Agreement merely by providing the minimum number of behavioral health staff or hours of service required. Behavioral health providers must have the education and level of licensure commensurate with the services

provided. Behavioral health providers shall be licensed to practice in the State of New Mexico. Contractor shall submit the credentials of these behavioral health providers to NMCD for review and approval or rejection. All services, programming, treatment, and care of inmates shall be provided in accordance with accepted standards for behavioral health care practice and are to be in compliance with requirements of the New Mexico Counseling and Therapy Practice Board, New Mexico Board of Social Work, and/or New Mexico Board of Psychologist Examiners, New Mexico Corrections Department (NMCD) Policy, American Correctional Association (ACA) Standards, and the Prison Rape Elimination Act (PREA).

b. Licensure Requirements: All Behavioral Health providers must be licensed in the State of New Mexico, under the requirements of the Counseling and Therapy Practice Board in accordance with 16.27.4-13 NMAC and §61-9A-4 NMSA 1978, Social Work Board in accordance with 16.63.9-11 NMAC and §61-31-4 NMSA 1978, and/or New Mexico Board of Psychologist Examiners in accordance with 16.22.5 NMAC and §61-9-4.1 NMSA 1978. Awarded Contractor shall submit the credentials of these licensed providers to NMCD for review and approval or rejection.

3. Payment Provisions

All payments under this Contract are subject to the following provisions.

- a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the contractor, within fifteen (15) days from the date the procuring agency receives written notice from the contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- b. Issuance of Orders - Only written signed orders are valid under this Contract. A Purchase Order is the approved form for state agencies issuing Contract Orders under this Contract. Other authorized government entities may utilize Purchase Orders or forms adapted by them for their own use.
- c. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the

invoice. The Procuring Agencies and the State agree to pay in full the balance shown on each account's statement, by the due date shown on said statement.

- d. **Late Charges:** If the State fails to pay as required above, the Contractor may assess a late fee on the unpaid balance of more than 60 days. Late fees will be assessed at a rate based upon the billing address of each State or Procuring Agency account; therefore, the periodic (monthly) late fee rate shall be 1.5% and the corresponding Annual Percentage Rate for the State of New Mexico will be 18%. No late fee on new purchases will be assessed during the billing cycle when the purchase was made.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Contract shall begin on date approved by the agency and end four (4) years from the date of approval. The agency reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of eight (8) years

5. Default

The State reserves the right to cancel all or any part of any orders placed under this contract without cost to the State, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. Termination

For Cause - Either party may terminate this Contract for cause based upon material breach of this Contract by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Contract effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. Amendment

This Contract may be amended by mutual agreement of the State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Contract SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the State Purchasing Agent.

Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

8. Status of Contractor

The contractor, and contractor's agents and employees, are independent contractors for the agency and are not employees of the State of New Mexico. The contractor, and contractor's 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 Contract. The contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. Assignment

- a. Neither this Contract nor any orders placed under this Contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 10B below or as expressly authorized in writing by the State Purchasing Agent. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this Contract.
- b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

10. Subcontracting

The contractor shall not subcontract any portion of any services to be performed under this Contract without written approval from the State Purchasing Agent. The following subcontractor(s) have been approved to supply resources for this Contract <Enter list of approved subcontractors here>.

11. Non-Collusion

In signing this Contract, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.

12. Inspection of Plant

The State Purchasing Agent may inspect, at any reasonable time, during Contractor's regular business hours and upon prior written notice the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

14. Condition of Proposed Items

All proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records of Audit

During the term of this Contract and for three years thereafter, the contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the agency, the State Auditor and other appropriate state and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the agency to recover excessive or illegal payments.

16. Appropriations

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the agency to the contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

17. Release

The contractor, upon final payment of the amount due under this Contract, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. The contractor agrees not to purport to bind the State of New Mexico, unless the contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

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

19. Conflict of Interest

The contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Contract. The contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

20. Approval of Contractor Representatives

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the agency, serving the needs of the State of New Mexico adequately.

21. Scope of Agreement

This Contract 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 Contract. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

22. Notice

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

23. Equal Opportunity Compliance

The contractor agrees to abide by all federal and state laws, 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, rules, and regulations, and executive orders of the governor of the State of New Mexico, the contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 Contract. If contractor is found to be not in compliance with these requirements during the life of this Contract, contractor agrees to take appropriate steps to correct these deficiencies.

24. Indemnification

The contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. The contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the agency, its officers or employees.

25. New Mexico Employees Health Coverage

- a. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this Contract, to:
 - 1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - 2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
 - 3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- b. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance

coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- c. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
<http://insurenwemexico.state.nm.us/>.
- d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

26. Applicable Law

This Contract shall be governed by the laws of the State of New Mexico.

27. Limitation of Liability

The contractor's liability to the agency, or any procuring agency, for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of the agency's, or the procuring agency's claim. The foregoing limitation does not apply to paragraph 27 of this Contract or to damages resulting from personal injury caused by the contractor's negligence.

28. Binding Arbitration

Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

29. Incorporation by Reference and Precedence

This Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the contractor's best and final offer; and (3) the contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the contractor's best and final offer; and (5) the contractors response to the request for proposals.

30. Workers' Compensation

The contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the contractor fails to comply with the Workers' Compensation

Act and applicable rules when required to do so, this Contract may be terminated by the agency.

31. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

32. Invalid Term or Condition

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

33. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

34. Patent, Copyright and Trade Secret Indemnification

The contractor shall defend, at its own expense, the state and its agencies against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon contractor's trade secret infringement relating to any product or services provided under this Contract, the contractor agrees to reimburse the state for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:

- a. give the contractor prompt written notice within 48 hours of any claim;
- b. allow the contractor to control the defense of settlement of the claim; and
- c. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- a. provide the agency the right to continue using the product or service and fully indemnify the agency against all claims that may arise out of the agency's use of the product or service;
- b. replace or modify the product or service so that it becomes non-infringing; or,
- c. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the agency to the extent such modification is the cause of the claim.

35. Survival

The Contract paragraph titled “patent, copyright, trademark, and trade secret indemnification; indemnification; and limit of liability” shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Contracts that were entered into under the terms and conditions of this Contract shall survive this Contract

36. Disclosure Regarding Responsibility

- Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
 - Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
 - Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or 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.
 - Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
 - Have 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.
1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - 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.

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

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when

submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

37. Notification

Either party may give written notice to the other party in accordance with the terms of this paragraph 38. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To agency: New Mexico Corrections Department
Office address:
(for express carrier 4337 NM Highway 14
and hand deliveries) Santa Fe, New Mexico 87508
(505) 827-8673 (voice)
(505) 827-8634 (fax)

For all US Mail use: P. O. Box 27116
Santa Fe, New Mexico 87502-0116

To contractor: **Enter Contractor's information**

Either party may change its representative or address above by written notice to the other in accordance with the terms of this paragraph 38. The carrier for mail delivery and notices shall be the agent of the sender.

38. Amendments

This Contract shall only be amended by written instrument executed by the parties.

39. Succession

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of execution by:

STATE OF NEW MEXICO
New Mexico Corrections Department

(Contractor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

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

TAXATION AND REVENUE DEPARTMENT

ID NO.: (_____)

BY: _____

DATE: _____

APPENDIX D – Reference Questionnaire
RFP # 60-770-15-05171
“Behavioral Health Services For Women Inmates”
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the New Mexico Corrections Department via facsimile or e-mail at:

Name: Joe G. Rael, Procurement Manager
Address: 4337 NM Highway 14
PO Box 27116
Santa Fe, NM 87502-0116
Telephone: (505) 827-8673
Fax: (505) 827-8634
Email: josephg.rael@state.nm.us

no later than **Thursday December 17, 2015**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number and name listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project which you are 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)

COMMENTS:

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

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

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you 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 you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

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

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

APPENDIX E – New Mexico Employees Health Coverage

New Mexico Employees Health Coverage Form

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

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____

Date_____

APPENDIX F – Letter of Transmittal

Letter of Transmittal Form

RFP#: 60-770-15-05171

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX G – Resident Veterans

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX H – Cost Response

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item

Example Format: Base Period: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$
 (includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$_____

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)