2017-2018 New Mexico State
AmeriCorps Request for Proposals (Formula Pool)
Cost Reimbursement, Education Award, & Fixed-Cost Grants
Request for Proposals (RFP)

RFP#17-631-7004-00061
EGrants Application ID#: 17AC193945

Issued By:
The New Mexico Commission for Community Volunteerism & The New Mexico Department of Workforce Solutions

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Inquiries:

From the issuance of this Request for Proposals (RFP) until awards are made, all inquiries to the New Mexico Commission for Community Volunteerism concerning this RFP must be submitted in writing, and will be responded to in writing. E-mails should be sent to Melissa McAfee-Cruz at melissa.mcafee-cruz@state.nm.us with the subject line “2017 AmeriCorps Formula RFP” or land mail may be addressed to:
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Please note: The New Mexico Commission for Community Volunteerism has changed its application and review procedures. Even if you have applied to the Commission for AmeriCorps funding previously, it is important that you understand the procedures explained here. Please note that a previous award does not guarantee funding.

The New Mexico Commission for Community Volunteerism (hereafter “NMCCV” or “the Commission”) is a Governor-appointed Commission. It is a diverse, non-partisan body of, among others, representatives of business, labor, education, government, human service agencies, and community-based organizations. The Commission, which is comprised of the Commission Board and Commission staff, directs national service policy for the state and directly administers funding awarded by the Corporation for National & Community Service (hereafter “CNCS” or “the Corporation”) to support New Mexico AmeriCorps programs.

The Commission, while independent, is administered by the New Mexico Department of Workforce Solutions (hereafter “DWS”) for ease of administration. DWS provides valuable and critical support to the Commission and is the designated state agency for purposes of issuing Commission Requests for Proposals and administering grant contracts. Therefore, you will see instances within this Request for Proposal (hereafter “RFP”) of documents, forms and other information requested by DWS. You must submit all documents and forms requested by DWS and, if awarded a grant, you must agree to comply with all DWS contract and reporting procedures, all decisions made to either fund or not fund a proposal, or any other actions by the Commission with regard to proposals submitted in response to this RFP, are within the discretion of the Commission. In addition, the Commission staff will ensure that all proposals align with CNCS regulations at the time of submission to determine eligibility for consideration.

**THIS RFP IS FOR FORMULA POOL FUNDING ONLY**

This RFP is for a pool of AmeriCorps national service funding (hereafter the “Formula Pool”) that is determined by a formula based on each State’s population. The Commission’s RFP is designed to identify a proposal or proposals that the Commission determines to be most consistent with the overall strategic goals and priorities of the State and the Commission. The funding decisions taken by the Commission Board must be approved by the Corporation before grants can be awarded. The Commission will identify a single or multiple organization(s) or agency(ies) to establish and administer an AmeriCorps program or programs specifically designed to address the state’s most pressing issues based on the proposals considered.

You should only respond to this RFP if you are proposing an AmeriCorps program that will operate and provide service solely within the geographic borders of New Mexico. If your proposal encompasses programming that will cross these borders, or if you will place AmeriCorps members funded under this proposal at sites outside of New Mexico, PLEASE DO NOT RESPOND TO THIS RFP. You are proposing a national direct program and must respond directly to the Corporation’s national RFP, which can be found here, 2017 AmeriCorps Notice of Funding Opportunity (NOFO).

This RFP will be reviewed by the Commission with two overall goals:
- To ensure any programs selected by the Commission from within the Formula Pool will be of value to New Mexico citizens and will achieve demonstrable results within the state and its communities; and
- To ensure only well-written, well-designed, quality proposals are forwarded to the Commission Board for funding consideration.

Please design your proposed programming and write your proposal with these goals in mind.

To assist you, we have incorporated language from the 2017 AmeriCorps Notice of Funding Opportunity (NOFO) issued by the Corporation and the Corporation’s application instructions, as well as the complete NOFO as an appendix. The NOFO explains the criteria and procedures by which the Commission will review and select
proposals for formula funding that are recommended in response to this RFP. This includes a review by Commission staff for compliance with CNCS guidelines as well as the governing regulations surrounding AmeriCorps programming, evaluation by external peer reviewers; Commission staff review of the budget, budget narrative, and performance measures; and review of the Evaluation Report leading to the selection of proposal applications by the Commission Board.

The NOFO should be considered in conjunction with this RFP to help you understand the Corporation’s National Service priorities and the federal programming guidelines, statutes, rules and regulations as you design and submit your proposal. However, the federal NOFO is not the Commission’s RFP, and the Commission’s deadlines are different than those stated in the NOFO. (Please see the deadlines listed on page 13 of this RFP). Nor is the NOFO binding in any way on the Commission, except as the Commission determines within its discretion. Your proposal must respond to this New Mexico State RFP, and must meet all the minimum requirements, deadlines, and criteria called for in this RFP.

The Commission will use the following procedures to select applicants for Formula Pool AmeriCorps funding:

1. New, recompeting and continuation applicants must submit their proposals electronically via the CNCS web-based system, eGrants, the funding and administrative portal for all National Service programs. It is recommended that applicants create an eGrants account and begin the application creation process as soon as possible before the deadline. Applicants should draft the application as a word document and copy and paste the document into the appropriate eGrants fields no later than 10 days before the deadline. Please note the length of a document in word processing software may be different than what will print out in eGrants.

2. New and recompeting applicants must also submit their proposals in the form of an Application Package that should be typed, collated, copied, and packaged according to the specifications given in this RFP.

3. Commission staff along with Procurement Manager will conduct a technical review of the applicant material to ensure that the application meets procurement, CNCS, and federal regulation requirements.

4. If a proposal meets the minimum criteria, it will be reviewed and scored by external peer reviewers. Reviewers will assess applications based on the Program Design, Logic Model, Evidence, Theory of Change, and Organizational Capability criteria. Peer reviewers will be recruited and selected based on their knowledge of AmeriCorps programming, and/or the selection criteria and focus areas. The role of the Commission staff is to facilitate the best possible review by the readers, through technical assistance, training and support. Commission staff will be available to the readers for such support throughout the reading period.

5. Concurrent with the Peer Review, Commission staff will complete a Technical Review of the Performance Measures, and evaluate the budget and budget narrative.

6. During the external peer review deliberations, Commission staff will be available to ensure compliance with DWS peer review processes and procedures. Commission staff is prohibited from altering or changing in any way final peer reviewers’ scores.

7. Based upon all information collected, Commission staff present the Evaluation Committee Report, which includes the recommended proposals and funding options to the Commission Board. The Commission Board members have the opportunity to discuss each proposal and vote to approve or not approve the recommendations as presented.

*Applicants may be asked to provide a short, 5-minute presentation to the Commission Board. The presentation should summarize the proposal. Commission Board members may also ask applicants questions regarding their proposal. Dates for the interview panels are stated in the timeline.

8. Should your proposal be approved for funding consideration, the Commission will submit the approved proposal via eGrants to CNCS by the established deadline. Submission to CNCS is final.

9. Upon receipt of the Federal Notice of Grant Award for Formula Pool AmeriCorps grantees, the Commission begins the development of New Mexico State Contracts with all successful applicants. If your proposal is selected, you will need to contract with the Commission and with DWS before programming can begin and
before you can receive any funds. The Commission and its host agency, DWS, will be the administrators of any grant you are awarded through this RFP.

10. Clarification Process: Commission staff may contact applicants after the Commission Board has made funding decisions to clarify submitted information for the purpose of ensuring readiness for final submission to CNCS, as well as for monitoring and future program success. A request for clarification does not guarantee a proposal will or will not be approved for funding. Proposals shall not be disclosed to competing applicants.

11. If your proposal is not selected by the Commission for funding, you may request feedback from the Commission, according to a process determined by the Commission.

1   GENERAL INFORMATION

1.1 Introduction
The Commission is pleased to request proposals for Formula Pool funding to support AmeriCorps State programs that will engage individuals of all backgrounds in service programs designed to improve lives, strengthen communities, and foster civic engagement.

The Commission is a Governor-appointed, diverse, non-partisan body of, among others, representatives of business, labor, education, government, human service agencies and community-based organizations. The Commission directs national service policy for the state and directly administers funding awarded by the Corporation for National & Community Service to support New Mexico AmeriCorps programs.

*The Edward M. Kennedy Serve America Act (SAA)* reauthorizes and expands national service programs administered by the Corporation, a federal agency created through the National and Community Service Trust Act of 1993. In accordance with this Act, AmeriCorps grant funding is distributed to Governor-appointed State Service Commissions to subgrant to eligible applicants through a competitive application process.

1.2 Purpose of AmeriCorps Funding
State AmeriCorps grants are awarded to eligible organizations (see Section 2.1) proposing to engage AmeriCorps members in evidence-based or evidence-informed interventions to strengthen communities. An AmeriCorps member is an individual who engages in community service through an approved national service position.

AmeriCorps members will be recruited, trained, supervised and managed by the funded organization. Members may receive a living allowance and other benefits while serving. Upon successful completion of their service, members earn a Segal AmeriCorps Education Award from the National Service Trust that members can use to pay for higher education expenses or apply to qualified student loans.

Grant awards have two components: operating funds and AmeriCorps member positions. Grant award amounts vary—both in the level of operating funds and in the type and amount of AmeriCorps Member positions. Eligible organizations will propose engaging AmeriCorps members in evidence-based or evidence-informed interventions to strengthen communities.

1.3 Removal of New Mexico AmeriCorps Planning Grant from Previous Applications

For the 2017 Formula RFP, the Commission has elected to remove the option of applying for a planning grant. For more information regarding the feasibility of an AmeriCorps program for your organization, please visit [www.dws.state.nm.us/nmccv](http://www.dws.state.nm.us/nmccv).

1.4 CNCS Focus Areas
In order to carry out Congress’ intent and to maximize the impact of investment in national service, the Corporation is targeting AmeriCorps funds to the following six focus areas:
AmeriCorps Focus Areas

Disaster Services
Grant activities will provide support to increase the preparedness of individuals for disasters, improve individuals’ readiness to respond to disasters, help individuals recover from disasters, and/or help individuals mitigate disasters. Grantees also have the ability to respond to national disasters under the Corporation cooperative agreements and FEMA mission assignments.

Economic Opportunity
Grants will provide support and/or facilitate access to services and resources that contribute to the improved economic well-being and security of economically disadvantaged people; help economically disadvantaged people, including youth identified in My Brother’s Keeper to have improved access to services that enhance financial literacy; transition into or remain in safe, healthy, affordable housing; and/or have improved employability leading to increased success in becoming employed.

Education
Grants will provide support and/or facilitate access to services and resources that contribute to improved educational outcomes for economically disadvantaged children; improved school readiness for economically disadvantaged young children; improved educational and behavioral outcomes of students in low-achieving elementary, middle, and high schools; and/or support economically disadvantaged students prepare for success in post-secondary educational institutions.

Environmental Stewardship
Grants will provide support for increased individual behavioral change leading to increased energy efficiency, renewable energy use, and ecosystem improvements particularly for economically disadvantaged households and communities. Grant activities will decrease energy and water consumption; improve at-risk ecosystems; increase behavioral changes that lead directly to decreased energy and water consumption or improved at-risk ecosystems; and/or increase green training opportunities that may lead to decreased energy and water consumption or improved at-risk ecosystems.

Healthy Futures
Grants will provide support for activities that will improve access to primary and preventive health care for communities served by Corporation-supported programs; increase seniors’ ability to remain in their own homes with the same or improved quality of life for as long as possible; and/or increase physical activity and improve nutrition in youth with the purpose of reducing childhood obesity.

Veterans & Military Families
Grants will positively impact the quality of life of veterans and improve military family strength; increase the number of veterans, military service members, and their families served by Corporation-supported programs; and/or increase the number of veterans and military family members engaged in service through Corporation-supported programs.

1.5 2017 AmeriCorps Funding Priorities

The Corporation has designated the following as “priority funding” issue areas. Please note that “priority funding” is not identical in all cases to the focus areas outlined above. The AmeriCorps Focus Areas are delineated in the SAA, while the priority funding issue areas are determined by the Corporation. For 2017-2018, the Corporation seeks to prioritize the investment of national service resources in:

AmeriCorps Priority Funding Areas

Disaster Services
Improving community resiliency through disaster preparation, response, recovery, and mitigation.

Economic Opportunity
Increasing economic opportunities for communities by engaging opportunity youth, either as the population served and/or as AmeriCorps members.
Improving student academic performance in Science, Technology, Engineering, and/or Mathematics (STEM).

**Environment**

21st Century Service Corps (see Section 8-Mandatory Supplemental Guidance).

**Healthy Futures**

Reducing and/or Preventing Prescription Drug and Opioid Abuse.*

**Veterans & Military Families**

Positively impacting the quality of life of veterans and improving military family strength.

**Governor and Mayor Initiatives**

(see Section 8-Mandatory Supplemental Guidance.)

**My Brother’s Keeper**

Programming that supports My Brother’s Keeper (see Section 8-Mandatory Supplemental Guidance).

**Multi-Focus Intermediaries**

Multi-focus intermediaries that demonstrate measurable impact and primarily serve communities with limited resources and organizational infrastructure, i.e. rural and other underserved communities (see Section 8-Mandatory Supplemental Guidance).

**Safer Communities**

Activities that focus on public safety and preventing and mitigating civil unrest (e.g., summer programming or engaging communities that are part of The National Forum on Youth Violence Prevention).

In order to receive priority consideration, applicants must demonstrate that the priority area is a significant part of the program focus and intended outcomes and must include a high-quality program design. Responses that propose programs for the purpose of receiving priority consideration are not guaranteed funding.

*Programs that include needle exchanges are ineligible for funding consideration under this RFP.*

**Additional AmeriCorps Priority Funding Areas/Program Models**

**Next Gen AmeriCorps**

Depending on overall funding available, CNCS is inviting applicants to propose the Next Generation AmeriCorps or Next Gen AmeriCorps. The importance of service remains even within tight fiscal constraints we face as a nation. The goal of Next Gen AmeriCorps is to use innovative strategies to offer the same service opportunities but at a more efficient cost to the government. To participate, applicants must have a cost per member that is lower than $10,000 per year per full time member using CNCS funding. CNCS is looking for innovative approaches and models to implement, for example: locating operations in Promise Zones, areas that meet Promise Zone criteria or that demonstrate other indicators of severe need.

**Encore Programs**

Congress set a goal that 10 percent of AmeriCorps funding should support Encore service programs that engage a significant number of participants age 55 or older. CNCS seeks to meet that target in this competition and encourages encore programs to apply. Encore will provide an opportunity for current evidence-based Senior Corps Foster Grandparents Program and Senior Companion Program grantees to expand their programs through AmeriCorps funding.

### 1.6 National Performance Measures

CNCS and the Commission expect organizations to use National Performance Measures as part of their comprehensive performance measurement strategy that relies on both performance and evaluation data to learn from their work, as well as make tactical and strategic adjustments to achieve their goals.
For more information, please refer to the National Performance Measure Instructions [https://www.nationalservice.gov/documents/main-menu/2016/2017-performance-measures-instructions].

All applications must include at least one aligned performance measure (output and outcome) that corresponds to the proposed primary service activity. CNCS and the Commission do not expect applicants to select performance measures to correspond to each and every potential member activity or community impact. CNCS and the Commission values the quality of performance measures over the quantity of performance measures. As described in the Application Instructions, applicants must include all their information about their proposed performances measure in the Performance Measure section of the application in eGrants (CNCS’s web-based grants management system). All information requested in the National Performance Measure Instructions must be included in the text of the performance measures themselves, and it must be evident in the performance measure text that all definitions and requirements outlined in the National Performance Measures Instructions are met. Providing performance measures information elsewhere in the narrative cannot be in lieu of providing full information in the Performance Measures section of the application in eGrants.

1.7 Federal Award Information

A. Estimated Available Funds
The Commission expects a highly competitive AmeriCorps FY 2017 grant competition. The actual level of funding will be subject to the availability of annual appropriations, which have not yet been made. Operating grant awards have two components: operating funds and AmeriCorps member positions. Grant award amounts vary – both in the level of operating funds and in the type and amount of AmeriCorps Member positions.

B. Award Period
The Commission intends to provide both One-Year and Multi-Year Grant funding contracts. The majority of funding contracts will cover a one-year project period. The Commission may also choose to make awards that will cover a three-year project period. In approving a multi-year project period, the Commission will make an initial award for the first year of operation. In all cases, the application is submitted with a one-year budget. Continuation funding is not guaranteed. Please see Section 4 for Application Process for Continuation Subgrantees. The Commission reserves the right to adjust the amount of the awarded grant.

C. Project/Award Period
The project start date is September 1st, 2017 and lasts one year, ending August 31st, 2018. The project start date may not occur prior to the date the Commission awards the grant. AmeriCorps members may not enroll prior to the start date of the award. AmeriCorps members may not begin service prior to the beginning of the member enrollment period as designated in the grant award. A program may not certify any hours or incur any AmeriCorps program related costs for services a member performs prior to the beginning of the member enrollment period. Please note there will be opportunities for training and technical assistance prior to the program year by the Commission staff in preparation for the project date of September 1, 2017.

D. Maximum Contract Award-New, Continuation, and Recompeting Applicants
The maximum contract award for new, continuation, and recompeting applicants is based on the CNCS maximum cost per Member Service Year (MSY) of $13,830 for cost reimbursement grants and $13,430 for fixed amount grants. Continuation and recompeting applicants requesting a higher cost per MSY than in the previous year must include a compelling rationale for this increased cost. This applies even if the increased cost per MSY is less than the maximum or due to the increased minimum living allowance for AmeriCorps members.
2 APPLICATION REQUIREMENTS

2.1 Eligible Applicants
The following entities are eligible to apply: public or private nonprofit organizations, including faith-based and other community organizations; institutions of higher education; government entities within states or territories (e.g., cities, counties); labor organizations; partnerships and consortia; and federally recognized Indian Tribes.

Receiving funding previously from CNCS or another Federal agency is not a prerequisite to apply under this funding opportunity. Additionally, having previously received funding from the Commission or another New Mexico State Commission/New Mexico State agency is not a prerequisite to apply under this RFP. An agency that has had its contract terminated by any stream of National Service will be ineligible to apply under this funding opportunity within three years of the termination date of the program year.

In addition to being eligible to apply under this funding opportunity, federally recognized Indian Tribes will also be eligible to apply under a separate Notice of Federal Funding Opportunity for Indian Tribes for operating or planning grants released last fall with an application deadline of spring 2017.

Applicants who have been funded for 6 consecutive years, regardless of 1 year or multi-year funding, are required to have applied to the Competitive RFP (published in the previous fall) for the same upcoming program year with an application that was deemed to be qualified and effective as well as recommended for funding by the Commission Board and moved to CNCS by external peer reviewers, Commission staff and the Commission Board prior to applying for year 7 of Formula funding. If the applicant did not submit an application or submitted an application that was not recommended for funding by the external peer reviewers, Commission staff, and Commission Board, then the applicant must take a mandatory 1 year break from Formula funding and be ineligible to apply to this RFP.

Organizations that have been convicted of a federal crime are disqualified from receiving the assistance described in this Notice. Pursuant to the Lobbying Disclosure Act of 1995, an organization described in Section 501 (c)(4) of the Internal Revenue code of 1986, 26 U.S.C. § 501 (c)(4), that engages in lobbying activities is not eligible to apply.

New AmeriCorps State Formula Grant Applicants
The Commission and the Corporation encourage organizations that have never received AmeriCorps funding to apply for the AmeriCorps funding described in this RFP. The general practice is to award no more than 50 member slots and at least 10 member slots or 5 MSYs (Member Service Year, defined below) to organizations receiving an AmeriCorps grant for the first time. New applicants are eligible to apply for Cost Reimbursement and Education Award Program (EAP) grants but are not eligible to apply for Full Time Fixed Amount Grants.

Recompeting AmeriCorps State Formula Grant Applicants
Current AmeriCorps State operating grantees in the final year of a grant are eligible to recompete for new funding beginning in the 2017-18 program year with this application.

2.2 Type of Applicants
Single-State Applicants
Eligible organizations must operate programs only within the state of New Mexico.

National Direct/Multi-State Applicants
Organizations that propose to operate AmeriCorps programs in more than one state will not be considered under this funding opportunity.

Federally-recognized Indian Tribes
An Indian Tribe is defined as a federally recognized Indian Tribe, band, nation, or other organized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. § 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. Indian Tribes also include tribal organizations controlled, sanctioned, or chartered by one of the entities described above. The entities defined above are eligible to apply for this funding opportunity or directly through CNCS.

2.3 Notice of Intent to Apply/Readiness Checklist/Acknowledgement of Receipt Form (Required for application submission)

In order to gauge the number of applications we are likely to receive and to plan more efficiently for technical assistance and application review, applicants must complete and submit the Acknowledgement of Receipt Form/Notice of Intent to Apply/Readiness Checklist from APPENDIX A of this RFP by 5:00 p.m. Mountain Time, May 16, 2017. This form may be e-mailed, faxed, or hand delivered to the address listed on the form. The Acknowledgement of Receipt Form will also be utilized to develop a procurement distribution list for the distribution of written responses to questions.

Submitting a Notice of Intent to Apply/Readiness Checklist by the deadline is mandatory. Applications submitted by applicants who have not submitted a Notice of Intent to Apply by the deadline will not be considered for funding.

2.4 Submission Dates and Times

The closing date for the receipt of all proposals under this RFP is May 24, 2017. Electronic applications must be submitted in eGrants, and additional documents must be received in the Commission office by 4:00 p.m. Mountain Time on the deadline date. Procurement will date and time stamp proposal packets; the packets will not be opened or reviewed for completeness until after the submission deadline. All documents submitted in response to the RFP shall become property of the State of New Mexico.

2.5 Late Applications

The Commission generally receives more applications than can be funded; therefore, submitting an application in eGrants after the deadline and/or not submitting all required grant application documents will result in disqualification of the application.

2.6 Application and Award Timeline

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Commission. In the event that the Commission finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There will be a formal notification issued for changes in estimated dates and times. Meeting dates will be posted on the Commission’s Web site at www.dws.state.nm.us/nmccv, and all meetings will be publicized as open meetings.
## Application Timeline

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Procurement Manager</td>
<td>3/23/17</td>
</tr>
<tr>
<td>2. Informational Meetings/TA Sessions</td>
<td>Commission Staff</td>
<td>4/5/17, 4/12/17, 4/19/17, 4/26/17,5/3/17</td>
</tr>
<tr>
<td>3. Anticipated announcement of federal award, tentative (Competitive)</td>
<td>CNCS/Commission</td>
<td>5/15/17</td>
</tr>
<tr>
<td>4. Intent to Apply/Readiness Checklist Due and Written Questions Due</td>
<td>Procurement Manager</td>
<td>5/16/17</td>
</tr>
<tr>
<td>5. Pre-Proposal (Bidder’s) Conference</td>
<td>Procurement Manager</td>
<td>5/16/17</td>
</tr>
<tr>
<td>6. Deadline to submit Questions</td>
<td>Potential Applicants</td>
<td>5/16/17</td>
</tr>
<tr>
<td>7. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>5/17/17</td>
</tr>
<tr>
<td>8. eGrants Application Submitted</td>
<td>Potential Applicants</td>
<td>5/24/17</td>
</tr>
<tr>
<td>11. Interviews</td>
<td>Commission Board</td>
<td>6/8/17</td>
</tr>
<tr>
<td>12. Selection of Finalists</td>
<td>Commission Board</td>
<td>6/9/17</td>
</tr>
<tr>
<td>14. Programs Begin</td>
<td>Commission/Awardees</td>
<td>9/1/17</td>
</tr>
</tbody>
</table>

## 2.7 Application Process

- Determine whether your organization should apply directly to CNCS or the Commission (see Section 2.1)
- Should you fulfill the above requirement, organizations must submit a Notice of Intent to Apply/Readiness Checklist by May 16, 2017 at 5:00 p.m. MT
- Obtain a DUNS Number if your organization does not already have one
- Establish an eGrants account ([egrants.cns.gov](https://egrants.cns.gov))
- Write a high-quality application responsive to the **RFP**
- Submit the application via eGrants by the deadline on May 24, 2017 at 4:00 p.m. MT
- Submit the application via Proposal Packet by the deadline on May 24, 2017 at 4:00 p.m. MT

*This **RFP** should be read together with the AmeriCorps Regulations, 45 CFR §§ 2520-2550, 2 CFR § 200, the **Notice, Mandatory Supplemental Guidance, Application Instructions, and the Performance Measure Instructions**, which are incorporated by reference. The full regulations are available online at [www.ecfr.gov](http://www.ecfr.gov). The TTY number is (800) 833-3722. For a printed copy of related material, please call (202) 606-7508.

## 2.8 Application Submission

Organizations, including Tribal organizations, that propose to operate in a single state should apply directly to the Commission through this **RFP**. Organizations that propose to operate in more than one state are not eligible to apply under this funding opportunity.

Applications must be submitted into the eGrants system and printed (in its entirety) separately in hard copy Proposal Packet and further provided in electronic form as required to be submitted in response to this **RFP**.
2.9 How to Submit an Application in eGrants
Applicants must submit their applications electronically via the CNCS web-based system, eGrants (egrants.cns.gov). Because it is a unique system, it is recommended that applicants create an eGrants account and begin the application creation process at least three weeks before the deadline. Applicants should draft the application as a word processing document and copy and paste the document into the appropriate eGrants fields no later than 10 days before the deadline. Please note the length of a document in word processing software may be different than what will print out in eGrants. The Commission will consider the number of pages as they print out through eGrants when determining compliance with any page limits in this RFP. Applicants will use application ID Number 17AC193945 in applying for this funding opportunity in eGrants.

A. New and Recompeting AmeriCorps State Formula Grant Applicants

Application Fields and Page Limits
In eGrants, applicants will enter text in the following fields:

- Executive Summary
- Program Design
- Organizational Capability
- Cost Effectiveness and Budget Adequacy
- Evaluation Plan

Applications may not exceed 15 pages for the Narratives or 18 pages for Multi-Focus Intermediaries.

In determining whether an application complies with page limits, the Commission will consider:

- The application’s SF 424 Facesheet, Executive Summary, and
- The Narrative portions contained in the Program Design, Organizational Capacity, and Cost Effectiveness and Budget Adequacy sections of the application.

The Commission will consider the number of pages only as they print out from the “Review” tab in eGrants (where you will see the “View/Print your application” heading) when determining compliance for page limits. The Commission will not consider the results of any alternative printing methods in determining whether an application complies with the applicable page limits. The Commission strongly encourages applicants to print out the application from the “Review” tab prior to submission to check that the application does not exceed the page limit. The application page limit does not include the Budget, narrative portion of the Evaluation Plan, the Logic Model, performance measures, or the supplementary materials, if applicable. However, the Logic Model may not exceed three pages when printed with the application from the “Review” tab in eGrants.

Please note the length of a document in word processing software may be different than what will print out in eGrants. The Commission will not consider submitted material that is over the page limits in the printed report, and will deem the submission as non-responsive, and ineligible for consideration. Also note that eGrants will not prevent an applicant from entering text which will exceed page limitations. This applies to both the application page limit and the Logic Model page limit. Do not submit other items not requested in this Notice or Application Instructions. The Commission will not review or return them. The Logic Model may not exceed more than three pages when printed from the application.

B. Submission of Additional Documents
An application is only complete if it includes all required documentation and is received by the application due date. Incomplete applications will not be considered. All additional required documents should include the applicant organization name and Application ID number at the top of the page and be turned in by the application deadline to melissa.mcafee-cruz@state.nm.us. The email subject line should include the applicant organization name and Application ID number.
Additional documents may include (if applicable): letter(s) of support for the Governor/Mayor Initiative, evaluation reports, letters from the consortium members for Multi-focused intermediaries, and up to two evaluation briefs, reports, and/or peer reviewed articles if the applicant has a moderate or strong evidence base. AmeriCorps applications must submit the additional documents that are outlined in the Appendix. Additionally, applicants are required to submit copies of their organizations’ most recent years independently audited financial Statements. The financial Statement submitted shall be solely for the applicant, unless a parent entity is also committing to financially back the applicant in performance of the funding contract, in which case the financial statements of the parent entity must also be provided.

Any additional documents submitted to the Procurement Manager must also be included in your Proposal Packet.

C. Continuation AmeriCorps State Formula Grant Applicants
Multi-year programs must submit their requests for continuation funding for either Year 2 or Year 3 of operation in eGrants. Please see Application Instructions for submitting a continuation request.

Organizations that have current AmeriCorps State awards not ending in FY17 must submit a continuation application in order to be eligible to receive funding for the following year. Please see the Application Instructions.

Continuation Applications will be reviewed and scored entirely by Commission staff. Scored criteria includes budget adequacy and cost effectiveness. See section 4.2 for detailed scoring criteria. The following criteria will be considered by the Commission Board in awarding continued funding:

- Successfully meeting Performance Measures (for year three);
- Successfully meeting member recruitment and retention goals;
- Successful mid-year Commission monitoring (no significant non-compliance findings);
- Financial stability of subgrantee;
- Financial controls and written financial procedures;
- Significant staff turnover;
- Successfully meeting expected participation in Service events and publicity and meeting branding expectations;
- Full participation at events and trainings deemed mandatory by the Commission.

If your program is currently in the third and final year of its grant cycle, you must apply using the Application Instructions for new and recompeting programs.

D. eGrants Assistance
Contact the National Service Hotline at (800) 942-2677 or https://questions.nationalservice.gov/app/ask_eg if a problem arises while creating an account or while preparing or submitting an application in eGrants.

If you contact the Hotline, be prepared to provide the application ID, organization name, and specify that your organization is applying to the “AmeriCorps State and National Grants FY 2017 NOFO” (Notice of Funding Opportunity).

E. Technical Difficulties
If technical issues prevent an applicant from submitting an application on time, please contact the National Service Hotline prior to the deadline to explain the technical issue and receive a ticket number. If the issue cannot be resolved by the deadline, the applicant must continue working with the National Service Hotline to submit via eGrants. You must then submit a brief paragraph including your eGrants ticket number with your explanation of the technical issues that prevented you from submitting in eGrants by the deadline to the Commission via e-mail to melissa.mcafee-cruz@state.nm.us before the 4:00 p.m. Mountain Time deadline.
In the event of prolonged unavailability of the eGrants system on the date of submission, the Commission reserves the right to extend the eGrants submission deadline. Any notice of extension of the deadline will be sent to all organizations that submitted a Notice of Intent to Apply and will be posted on the Commission’s website at http://www.dws.state.nm.us/nmccv.

2.10 How to Submit a Proposal Packet

A. Number of Copies
Applicants shall deliver six (6) total of their Proposal Binder—one (1) original and five (5) identical hard copies. Applicants shall deliver six (6) electronic versions of the proposal (must mirror the hard copy submitted) on USB Thumb Drives, each containing the entire Proposal. All Confidential Information must be readily separable on the electronic version and listed as a separate file. If there is a conflict in information on the USB drive and the hard copy proposals, the hard copy will serve as the official response. Please note that upon submission, all materials related to the application become the property of the New Mexico Department of Workforce Solutions.

B. Proposal Format
All proposals must be submitted as follows:
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.

C. Proposal Content and Organization
The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated in the following proposal binder outline:
a. Signed Letter of Transmittal
b. Table of Contents
c. Copy of Application as submitted through eGrants
   *To include: SF-424 Facesheet, Narrative, Evaluation Plan, Performance Measures, Logic Model, Budget, and Budget Narrative.
d. Response to Specifications
   *To include: Evaluation Studies, Letters of Support, 2017 Financial Management Form and Financial Audit
e. Response to Contract Terms and Conditions
f. Applicant’s Additional Terms and Conditions
g. Signed Conflict of Interest Affidavit (If applicable)
h. Signed Employee Health Coverage Form
i. Signed Pay Equity Reporting Form
j. Signed Campaign Contribution Form
k. Signed In-Kind Contribution and Donation Form
l. Signed Statement of Assurance

Within each section of the proposal, Applicants should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
D. Proposal Delivery
Proposals must be addressed and delivered to the Procurement Manager at the address listed below. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the AmeriCorps 2017-2018 / RFP#17-631-7004-00061 Submit packets in person or via parcel service to:

Name: Melissa McAfee-Cruz
Address: 401 Broadway NE
        Albuquerque, New Mexico 87102
Telephone: 505.841.8468
Email: melissa.mcafee-cruz@state.nm.us

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

2.11 Questions Regarding Specifications and Requirements by Eligible Applicants
Any questions concerning this RFP must be submitted in writing by 5 p.m. on May 16, 2017. Questions will not be accepted via telephone. Please submit all questions to:

New Mexico Commission for Community Volunteerism
Name: Melissa McAfee-Cruz
Address: 401 Broadway NE
        Albuquerque, New Mexico 87102
Telephone: (505) 841-8474
Fax: (505) 841-8491
Email: melissa.mcafee-cruz@state.nm.us

Applicants are expected to raise any questions, exceptions, or additions they have concerning the RFP document by May 16, 2017. All questions asked by applicants with corresponding answers will be released periodically at www.dws.state.nm.us/nmccv in the AmeriCorps Funding section. The final posting of Questions and Answers will occur on May 17, 2017.

If an applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the applicant should immediately notify the Procurement Manager of such error and request a modification or clarification of this initial RFP.

Any contact with Commission staff or Commission Board members concerning this RFP is prohibited, except as authorized by the Procurement Manager during the period from the date of release of the RFP until the Commission Board approves final grant applications for AmeriCorps funding for the 2017-2018 program year.
2.12 Technical Assistance
The Commission intends to provide technical assistance to ensure that strong proposals are developed. The following policies will be followed as a fair process for the provision of technical assistance given available resources:

1. Technical assistance will be equally available to all prospective applicants.
2. The Procurement Manager will only respond to applicants who have reviewed the available written materials and have a specific question to be answered. Questions may only be submitted in writing (see above).
3. The Procurement Manager will only provide answers to specific questions and make general comments regarding the regulations and RFP, as opposed to providing specific programmatic suggestions for a particular applicant.
4. The Procurement Manager or Commission staff will not review proposal drafts.
5. In compliance with federal regulations regarding conflict of interest, Commission Board members will not provide any form of technical assistance to a potential grant applicant. Instead, they will refer applicants to the Procurement Manager.

A. AmeriCorps Informational Webinars
The Commission has placed a link on our website for a series of AmeriCorps Information Session webinars. These sessions are designed as an introduction to the CNCS’s history and programs and the Commission’s history, programs and purpose within the State of New Mexico. The AmeriCorps Grant Information Session webinar is for the general public and interested applicants. The Grant Information Session webinar is also designed to go into details of the Notice. AmeriCorps Grant Technical Assistance Session webinars are designed to publically address Frequently Asked Questions (FAQs) and to provide additional grant guidance.

Please visit the Commission website for exact times and call-in information. Commission staff will post the training slides and place links on the website within 24 hours following each webinar.

The Commission strongly encourages all applicants (new and re-competing) to attend Grant Information Session webinars in this extremely competitive year. *Note: The RFP is recommended pre-call reading material.

B. Pre-Proposal Conference
A pre-proposal conference will be held on May 16, 2017 beginning at 1 P.M. Mountain Time in the Tiwa Building at 401 Broadway NE; Albuquerque, NM 87102. Potential Applicant(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section 2.11). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of Potential Applicant(s) that attended the pre-proposal conference. The Commission will only respond to questions submitted in writing; verbal questions will not be considered.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

C. CNCS and NMCCV Websites
In addition to consulting the Application Instructions, Supplementary Materials, and AmeriCorps regulations as directed in this RFP, applicants are also encouraged to consult the CNCS and Commission websites for a schedule of technical assistance webinar calls and Frequently Asked Questions that are updated during the competition: [http://www.nationalservice.gov/build-your-capacity/grants/funding-opportunities](http://www.nationalservice.gov/build-your-capacity/grants/funding-opportunities) [http://www.dws.state.nm.us/nmccv/FundingOpportunities/UpcomingOpportunities](http://www.dws.state.nm.us/nmccv/FundingOpportunities/UpcomingOpportunities)
2.13 Match Requirements

A. Fixed Amount Grants and Education Award Program Grants
There is no specific match requirement for Full Time Fixed Amount, Education Award Program, and AmeriCorps Partnership Challenge grants. The Corporation does not provide all the funds necessary to operate the program; therefore organizations must raise the additional revenue required to operate the program.

B. Cost Reimbursement Grants
A first-time successful applicant is required to match at 24 percent for the first three-year funding period. If the program is re-funded after the first three-year period, and starting with year four, the match requirement gradually increases every year to 50 percent by year 10, according to the minimum overall share chart found in 45 CFR §2521.60 and Pub. L. 113-76, Division H, Title IV, § 402 https://beta.congress.gov/113/plaws/publ76/PLAW-113publ76.htm and in below.

<table>
<thead>
<tr>
<th>Required Grantee Share</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yrs Receiving CNCS Funding</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Min. Member Support</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>Min. Operating Costs</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
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<td>33%</td>
<td>33%</td>
</tr>
<tr>
<td>Min. Overall Share</td>
<td>24%</td>
<td>24%</td>
<td>24%</td>
<td>26%</td>
<td>30%</td>
<td>34%</td>
<td>38%</td>
<td>42%</td>
<td>46%</td>
<td>50%</td>
</tr>
</tbody>
</table>

Section 121(e)(5) of the National and Community Service Act of 1990, as amended, requires programs that use other federal funds as match for an AmeriCorps grant to report the amount and source of these funds to the Corporation on a Federal Financial Report. To accomplish this, all New Mexico State AmeriCorps grantees/subgrantees must track and be prepared to report on that match to the Commission on a schedule that will be included in your DWS contract, should you be selected for Formula funding.

The living allowance or salary provided to AmeriCorps members in Professional Corps programs (see Section 8-Mandatory Supplemental Guidance) does not count toward the matching requirement.

C. Alternative Match
Under certain circumstances, applicants may qualify to meet alternative matching requirements that increase over the years to 35 percent instead of 50 percent as specified in the regulations at 45 CFR §2521.60(b). To qualify, applicants must demonstrate that the proposed program is either located in a rural county or in a severely economically distressed community as defined in the Application Instructions. Programs operating solely in New Mexico must send their requests to the Commission for review and approval. The Commission will then forward the approved request to CNCS for consideration.

Applicants that plan to request an alternative match schedule must submit a request directly to melissa.mcafeecruz@state.nm.us by the application due date: May 24, 2017 at 4:00pm MT.

3 NEW AND RECOMPETE APPLICATION CONTENT

3.1 Assessment Criteria
Each applicant must describe a project that will deploy AmeriCorps members effectively to solve a significant community problem. The Commission urges applicants to submit high-quality applications that carefully follow the guidance in this RFP, the Federally-published NOFO, and the Application Instructions. The quality of an application will be an important factor in determining whether an organization will receive funding.

3.2 Threshold Issues
Applications should reflect that they meet the threshold requirements for the grant type for which they are applying. No applicant should submit an application with less than 10 member slots or 5 MSY. If an applicant is applying for a Professional Corps grant, its application should demonstrate that the community in which it will place AmeriCorps members serving as professionals has an inadequate number of said professionals. If an
applicant is applying for a Full Time Fixed Amount grant, the application should reflect that only full-time or less than full-time positions serving in a full-time capacity will be permitted. An application for the Governor and Mayor Initiative should clearly reflect that the application is from one Governor, one Mayor, and a minimum of two nonprofits. If the proposed service activities require specialized member qualifications and/or training (for example, tutoring programs: 45 CFR §2522.910-.940), the applicant must describe how the program will meet these requirements. School Turnaround AmeriCorps applicants must meet the threshold requirements outlined in Section 8-Mandatory Supplemental Guidance.

Minimum Number of AmeriCorps Members
New and recompeting applicants must submit an application with a minimum of 10 AmeriCorps members or 5 MSY. Applications that have less than 10 members or 5 MSY will be deemed noncompliant and will not be reviewed.

Strategic Considerations
The Commission will assess an applicant’s strategic considerations. Applicants must check the relevant boxes in the Performance Measure tab in eGrants in order to be considered for CNCS’ assessment of the strategic considerations. Applicants should only check the boxes if the strategic consideration is an intentional part of their program design and if the implementation strategies are described in the application.

3.3 eGrants Application Fields
Applicants will be required to complete the following narrative fields in eGrants.

A. Executive Summary (Required - 0 percent)
Please fill in the blanks of these sentences to complete the Executive Summary. Do not deviate from the template below:

The [Name of the organization] proposes to have [Number of] AmeriCorps members who will [service activities the members will be doing] in [the locations the AmeriCorps members will serve]. At the end of the first program year, the AmeriCorps members will be responsible for [anticipated outcome of project]. In addition, the AmeriCorps members will leverage an additional [number of leveraged volunteers, if applicable] who will be engaged in [what the leveraged volunteers will be doing].

This program will focus on the CNCS focus area(s) of [Focus Area(s)].* The CNCS investment of $[amount of request] will be matched with $[amount of projected match], $[amount of local, state, and federal funds] in public funding and $[amount of non-governmental funds] in private funding.

*If the program is not operating in a CNCS focus area, omit this sentence.

Fixed Amount grant applicants (EAP, Fulltime Fixed, and Professional Corps Fixed) should list their Other Revenue (see Mandatory Supplemental Guidance) because they are not required to provide a specific amount of match, but still must raise significant additional resources to operate the program. CNCS will post all Executive Summaries of awarded grant applications on www.nationalservice.gov in the interest of transparency and Open Government.

B. Program Design (50 percent)
Reviewers will consider the quality of the application’s response to the criteria below. Do not assume all sub-criteria are of equal value.

1. Need (2 points)
The community need is prevalent and severe in communities where members will serve and has been documented with relevant data.

“Community” can be a geographic region, a specific population of people, or a combination of both. The applicant organization must document the need it plans to address with its proposed program, whether it is a defined
geographic community or a subset of individuals living in a particular area. Knowledge of current AmeriCorps and National Service programs in New Mexico should be demonstrated in this section.

2. **Intervention (3 points)**
   - The proposed intervention is clearly described.
   - The proposed intervention aligns with the identified community need.

3. **Theory of Change and Logic Model (19 points)**
   The Theory of Change shall address:
   - The applicant’s proposed intervention is clearly articulated including the design, target population, and roles of AmeriCorps members and (if applicable) leveraged volunteers.
   - The applicant’s intervention is likely to lead to the outcomes identified in the applicant’s theory of change. The theory of change should be either evidence-informed or evidence-based, meaning that the proposed intervention is guided by the best available research evidence that supports its effectiveness, as described in the Evidence Base section below.
   - The proposed outcomes articulated in the application narrative and Logic Model represent meaningful progress in addressing the community need identified by the applicant. Applicants should provide rationale for selecting output and outcome targets. Note, recompeting applicants proposing to significantly increase or decrease output and outcome targets from their previous grant must provide a justification for this change.
   - The applicant’s AmeriCorps members will produce significant contributions to existing efforts to address the stated problem.

The Logic Model shall depict:
   - A summary of the community problem/need outlined in the narrative.
   - The inputs or resources that are necessary to deliver the intervention, including but not limited to:
     - Number of locations or sites in which members will provide services
     - Number of AmeriCorps members that will deliver the intervention
   - The core activities that define the intervention or program model that members will implement or deliver, including:
     - The duration of the intervention (e.g., the total number of weeks, sessions or months of the intervention)
     - The dosage of the intervention (e.g., the number of hours per session or sessions per week)
     - The target population for the intervention (e.g., disconnected youth, third graders at a certain reading proficiency level)
     - The measurable outputs that result from delivering the intervention (i.e., number of beneficiaries served.) If applicable, identify which National Performance Measures will be used as output indicators
     - Outcomes that demonstrate changes in knowledge/skill, attitude, behavior, or condition that occur as a result of the intervention. If applicable, identify which National Performance Measures will be used as outcome indicators.

Programs may include short-, medium-, or long-term outcomes in the Logic Model. While performance measure outcomes should be consistent with the program’s theory of change, programs are not required to measure all outcomes that are included in the Logic Model.
Applicants with multiple interventions should complete one Logic Model chart which incorporates each intervention. Logic model content that exceeds three pages will not be reviewed.

Applicants with multiple interventions should complete one Logic Model chart which incorporates each intervention. Logic model content that exceeds the three pages will not be reviewed.

4. **Evidence Base (12 points)**

Applicants will be awarded up to 12 points for providing evidence that their proposed intervention will lead to the outcomes identified in the logic model. Applicants must 1) state the evidence tier in which they think they qualify; 2) clearly indicate and describe the evidence that supports the highest evidence tier for which they are eligible and 3) describe the complete body of evidence that supports their program intervention, including evidence from lower tiers. Applicants should pay particular attention to the requirements for each tier of evidence. More points are awarded for higher tiers of evidence.

In 2016, the evidence tiers of funded AmeriCorps State and National competitive grantees’ were as follows: Strong 17%, Moderate 9%, Preliminary 39%, and Pre-Preliminary 24%. CNCS expects the programs it funds to be progressing along the evidence continuum. Thus, do not be deterred from applying for funding due to your current evidence level.

Applicants classifying their evidence as preliminary who propose to replicate an identical or similar evidence-based intervention, as well as applicants classifying their evidence as either moderate or strong evidence should reference the information about the evidence tiers provided below. Submission of additional documents (e.g., advocacy pieces, policy briefs, or other narratives not associated with research studies or program evaluations) that are not consistent with the guidance and requirements described in the Notice will not be reviewed.

All applicants must include as much detailed information as possible in the Evidence section of the application. Applicants that have collected relevant performance measurement data must describe this data. Applicants that have conducted evaluations of their own program or that are replicating other evidence-based programs must describe these evaluations as outlined in the evidence tier descriptions. Applicants are advised to focus on presenting high-quality evidence from up to two of the strongest and most relevant studies while also summarizing the remaining body of evidence that exists for the program. Studies must be evaluations of specific programs or interventions. Research that does not focus on a specific program or intervention, but rather focuses on a broader issue area or population, will not be considered applicable and will not be reviewed or receive any points.

When describing research studies or evaluations in the application narrative, applicants must include the following information in order to earn points:

1. The date the research or evaluation was completed, and the time period for which the intervention was examined
2. A description that shows the study’s relevance to the proposed intervention
3. A description of the target population studied (e.g. the demographics)
4. The methodology used in the study (e.g.; outcome study, random assignment, regression discontinuity design, propensity score matching, etc.)
5. A description of the data, data source, and data collection methods
6. The outcomes or impacts examined and the study findings
7. The strength of the findings (e.g. effect size, confidence level, statistical power of the study design and statistical significance of findings).

Applicants must provide this information in the narrative even if they submit the study or evaluation. Applicants should provide citations for the studies they describe, if applicable; however, reviewers will not review any links or cited documents referenced in the application and will not review any additional documents that is not a study submitted in accordance with the Notice instructions.

Reviewers will examine the descriptions (and attached studies if relevant) using the following criteria:

1. How closely the intervention evaluated in the studies matches the one proposed by the applicant;
2. The methodological quality and rigor of the studies presented (e.g., sample size and statistical power, internal and/or external validity, use of control or equivalent comparison groups, baseline equivalence and study attrition, etc.);
3. Strength and consistency of the findings, with preference given to findings that show a meaningful and persistent positive effect on participants demonstrated with confidence levels; and
4. The date of the study, with a preference towards studies that have been conducted within the last six years.

If the evidence submitted as part of an application does not describe a well-designed and well-implemented evaluation, the applicant may be considered for a lower tier of evidence and related point values. Applicants must meet all requirements of the evidence tier in order to be considered for that tier. Applicants that do not meet all requirements will be considered for a lower tier.

Requirements associated with the five evidence tiers are described next.

**No evidence (0 points)** means that the applicant has not provided evidence that they have systematically collected any qualitative or quantitative data to date.

Applicants in this tier must describe how their program design is evidence-informed. An evidence-informed program uses the best available knowledge, research and evaluation to guide program design and implementation, but does not have scientific research or rigorous evaluation of the program itself. Applicants may describe up to two research or evaluation studies that inform their program design but may not submit these studies.

**Pre-preliminary evidence (1-2 points)** means the applicant has demonstrated data collection experience testing or tracking at least one aspect of its logic model. For example, the applicant has collected systemic and accurate data on one or more of the following: the community need the proposed intervention will address, the program intervention’s activities and services delivered, participation in the intervention by the target population, and/or participant outcomes (for example, performance measurement data or a process evaluation assessing implementation of the intervention.)

In order to qualify for this tier, the applicant must have collected data about their own program. The data collection process and results must be described fully and the applicant should explain the link between data collection and the relevant component(s) of its logic model. Applicants should describe evidence for the pre-preliminary tier in the Evidence section of the application but should not submit additional documents unless required to meet CNCS evaluation requirements.
**Preliminary evidence (3-6 points)** means the applicant has provided data from at least one outcome study of their own intervention that yielded promising results for the proposed intervention or that the applicant proposes to replicate a similar intervention with fidelity to the evaluated program model. The ways to demonstrate preliminary level of evidence are as follows:

**Preliminary with Outcome Study**

The applicant must describe at least one outcome study that was conducted of their own intervention. This must include a detailed description of the outcome study data from pre and post-tests without a comparison group or post-test comparison between intervention and comparison groups. In some cases a retrospective pre-post test may be considered, but its use must be justified. This description should explain whether the outcome study was conducted internally by the applicant organization or by an entity external to the applicant. Applicants must describe the studies fully but should not submit them unless required to meet CNCS evaluation requirements. Outcome evaluations that are submitted to fulfill the CNCS evaluation requirements will be reviewed only for compliance with evaluation requirements. Outcome evaluations submitted by applicants who were not required to meet CNCS evaluation requirements will not be considered when assessing evidence tier.

An outcome study includes data beyond that which is collected as part of routine performance measurement. In addition to describing up to two outcome studies of their own program or intervention, applicants must describe the performance measurement data they have collected and how the outcome study data goes beyond performance measurement.

**Preliminary with Replication**

The applicant must describe and submit at least one randomized controlled trial study or quasi-experimental evaluation (e.g. propensity score matching) that found positive results for the same intervention that the applicant plans to replicate. The applicant must describe how the intervention studied and the applicant’s proposed approach are the same and how the applicant will replicate the intervention with fidelity to the program model. The study must have been conducted by an entity external to the organization whose program was studied. An applicant may be eligible for more points if they also submit evidence from a process evaluation demonstrating that they have implemented the replication with fidelity. The process evaluation should be described but not submitted.

Applicants who do not submit the required study or who do not describe fully how they are replicating the evidence-based program with fidelity will be considered for a lower tier.

For the purposes of this Notice, “replicate” means that the key elements of the applicant’s intervention are implemented as the evidence-based program model describes (e.g., in terms of content or curriculum, delivery process, and target population), and the applicant’s adaptations are relatively minor. For example, an applicant implementing an intervention using certified teachers to administer the curriculum would not be considered replicating that program with fidelity if it replaces teachers with AmeriCorps members who are not certified teachers, because the documented success of the intervention relied on the specialization of certified teachers.

Applicants proposing to replicate an evidence-based program with fidelity must describe how their program is the same as, or very similar to, the program they will replicate in the following areas:
• Characteristics of the beneficiary population
• Characteristics of the population delivering the intervention
• Dosage (frequency, duration) and design of the intervention
• Training for the AmeriCorps members and/or other individuals, such as volunteers, delivering the intervention
• The context in which the intervention is delivered
• Outcomes of the intervention
• Applicants must also describe how they will assess whether they are implementing the intervention with fidelity to the intervention they are replicating.
• In cases where the applicant is part of a multi-site program (for example, a national program operating in multiple states) that has conducted an evaluation that qualifies them for the moderate or strong evidence tier, but the evaluation did not include the applicant’s proposed sites, the applicant must describe how they are replicating the evidence-based program with fidelity at all of the sites included in the application. In this case, an application for sites included in the evaluation would receive moderate or strong evidence, and an application for the sites not included in the evaluation would receive preliminary evidence.

**Moderate evidence (7-9 points)** means the applicant has submitted up to two well-designed and well-implemented studies of their own program that evaluated the same intervention described in this application and identified evidence of effectiveness on one or more key desired outcomes of interest as depicted in the applicant’s logic model. Evidence of effectiveness (or positive findings) is determined using experimental design evaluations (i.e., Randomized Controlled Trials (RCT) or quasi-experimental design evaluations (QED) with statistically matched comparison (i.e., counterfactual) and treatment groups. The ability to generalize the findings from the RCT or QED beyond the study context may be limited (e.g., single-site). The studies were conducted by an independent entity external to the organization implementing the intervention.

Applicants classifying their evidence as **Moderate** must submit up to two evaluation reports from external entities or evaluations published in peer-reviewed articles as separate attachments.

CNCS grantees recompeting for their third competitive grant cycle are required to submit an evaluation report of their CNCS funded program. The CNCS-required evaluation report may count towards one of the two studies required for the Moderate evidence tier or may be submitted in addition to this. In the latter case, all three studies will be considered against the review criteria. If the applicant is not required to submit an evaluation report of their CNCS funded program, then more than two studies will not be considered.

**Strong evidence (10-12 points)** means the applicant has demonstrated that the intervention described in the application has been tested nationally, regionally, or at the state-level (e.g., multi-site) using a well-designed and well-implemented QED or RCT of their own program. Alternatively, the proposed intervention’s evidence may be based on multiple (up to two) well-designed and well-implemented QEDs or RCTs of their own program in different locations or with different populations within a local geographic area. The overall pattern of study findings is consistently positive on the key desired outcomes of interest as depicted in the applicant’s logic model. Findings from the RCT or QED studies may be generalized beyond the study context. The studies were conducted by an independent entity external to the organization implementing the intervention.

Applicants classifying their evidence as **Strong** must submit up to two evaluation reports from external entities or evaluations published in peer-reviewed articles as separate attachments.
CNCS grantees recompeting for their third competitive grant cycle are required to submit an evaluation report of their CNCS funded program. The CNCS-required evaluation report may count towards one of the two studies required for the Strong evidence tier or may be submitted in addition to this. In the latter case, all three studies will be considered against the review criteria.

If the applicant is not required to submit an evaluation report of their CNCS funded program, then more than two studies will not be considered.

5. **Notice Priority (3 points)**
   - The applicant proposed program fits within one or more of the 2017 AmeriCorps funding priorities as outlined in the Funding Priorities section and more fully described in the Mandatory Supplemental Guidance.
   - The proposed program meets all of the requirements detailed in the Funding Priorities section and in the Mandatory Supplemental Guidance.

6. **Member Training (4 points)**
   - AmeriCorps members will receive high-quality training to provide effective service.
   - AmeriCorps members and volunteers will be aware of, and will adhere to AmeriCorps requirements including the rules regarding prohibited activities (see Mandatory Supplemental Guidance).

7. **Member Supervision (2 points)**
   - AmeriCorps members will receive sufficient guidance and support from their supervisor to provide effective service.
   - AmeriCorps supervisors will be adequately trained/prepared to follow AmeriCorps and program regulations, priorities, and expectations.

8. **Member Experience (3 points)**
   - AmeriCorps members will gain skills and experience as a result of their training and service that can be utilized and will be valued by future employers after their service term is completed.
   - AmeriCorps members will have access to meaningful service experiences.
   - AmeriCorps members will have access to opportunities for reflection and connection to the broader National Service network.
   - The program will recruit AmeriCorps members from the geographic or demographic communities in which the programs operate.

9. **Commitment to AmeriCorps Identification (2 points)**
   - Members will know they are AmeriCorps members.
   - Staff and community members where the members are serving will know they are AmeriCorps members.

C. **Organizational Capability (25 percent)**
Reviewers will consider the quality of the application’s response to the following criteria below. Do not assume all sub-criteria are of equal value.
1. **Organizational Background and Staffing (10 points)**
   - The organization has the experience, staffing, and management structure to plan and implement the proposed program.
   - As documentation of community support and commitment to the program please procure, keep on file, but do not submit to the Commission, letter(s) from the applicant’s most significant community partner(s). The letter(s) should include what the partner(s) see as the benefit to the community provided by the applicant’s AmeriCorps members and what activities would not happen without the AmeriCorps members.

2. **Compliance and Accountability (15 points)**
   - The organization will comply with AmeriCorps rules and regulations including those related to prohibited and unallowable activities at the grantee, subgrantee (if applicable), and service site locations.
   - The applicant’s organization, in implementation and management of its AmeriCorps program, will prevent and detect compliance issues.
   - The applicant will hold subgrantees (if applicable) and service site locations accountable if instances of risk or noncompliance are identified.

D. **Cost Effectiveness and Budget Adequacy (25 percent)**
   - Reviewers will consider the quality of the application’s response to the following criteria below. Do not assume all sub-criteria are of equal value.

   1. **Cost Effectiveness (18 points)**
      - The budget is sufficient to carry out the program effectively.*
      - The budget aligns with the applicant’s narrative.*
      - Most recent audit is included for review.
      - The program design is cost effective and the benefits justify the cost.
      - The applicant has raised or describes an adequate plan to raise non-CNCS resources to fully support the program.
      - The applicant, if recompeting, has a lower cost per Member Service Year (MSY – see Section 8-Mandatory Supplemental Guidance) than approved in previous grants, or provides a compelling rationale for the same or increased cost including why this increase could not be covered by the grantee share.

*Program costs not included in the formal budget, including for Fixed Price grantees, must be described in this section in sufficient detail to allow reviewers to assess their sufficiency and alignment. Failure to provide adequate information in this section may result in a lower score.

Having a low cost per Member Service Year (MSY) is a competitive advantage. New applicants that submit with a low cost per MSY and recompeting applicants that submit with a lower cost per MSY than previously funded may receive higher priority for funding. Applicants requesting a higher cost per MSY than funded in previous years must justify their requests. If an applicant requests above the maximum cost per MSY (see Maximum Cost per MSY Section), it must justify its request. Please note that such requests are rarely approved.

2. **Budget Adequacy (7 points)**
   - Budget is submitted without mathematical errors and proposed costs are allowable, reasonable, and allocable to the award.
   - Budget is submitted with adequate information to assess how each line item is calculated.
   - Budget is in compliance with the application instructions.
• Match is submitted with adequate information to support the amount written in the budget.
• Applicants must complete the budget and ensure the following information is in the budget narrative (requested information in the budget screens):
  • Identify the non-CNCS funding and resources necessary to support the project, including for Fixed Price applicants.
  • Indicate the amount of non-CNCS resource commitments, type of commitments (in-kind and/or cash) and the sources of these commitments.

E. Internal Evaluation Plan (Required for recompeting grantees - Pass/Fail, if applicable)
If the applicant is competing for the first time, please enter N/A in the “Evaluation Summary or Plan” field since it pertains only to recompeting grantees. If the applicant is recompeting for AmeriCorps funds for the first time (see definition of “recompeting” below), the applicant the program must submit its evaluation plan in the “Evaluation Summary or Plan” section of the Narratives field in eGrants. If the applicant is recompeting for a subsequent time, the program must submit its evaluation report (see the Submission of Additional Documents section for more information), as well as an evaluation plan for the next three-year period in the “Evaluation Plan” field in eGrants.

If an applicant has received Formula grant funding for the previous 2 consecutive years, the following year application for Formula funding must include the submission of an internal, structured, standardized evaluation of the previous two years’ AmeriCorps projects/program and its impact on the community as part of the following year’s application for Formula funding.

Evaluations plans submitted outside of eGrants will not be reviewed. Evaluation plans must include as much information as possible for each of the following (see Frequently Asked Questions: Evaluation, available at http://www.nationalservice.gov/resources/evaluation/cnscs-evaluation-policies):
  • A short description of the theory of change - why the proposed intervention is expected to produce the proposed results
  • Outcome of interest - clear and measurable outcomes that are aligned with the theory of change and will be assessed during the evaluation
  • Research questions to be addressed by the study - concrete research questions (or hypotheses) that are clearly connected to the outcomes
  • Study components – a) a proposed research design for the evaluation including a rationale for the design selected, an assessment of its strengths and limitations, and a description of the main components; b) description of the sampling methods, measurement tools, and data collection procedures, and c) an analysis plan
  • Qualifications needed for the evaluator
  • The estimated budget

The evaluation requirements differ depending on the amount of the grant, as described in 45 C.F.R. §2522.710:
  • If the applicant is a State/Territory subgrantee and/or National Direct Grantee (other than an Education Award Program grantee), and its average annual CNCS program grant is $500,000 or more, it must arrange for an external evaluation of the program, and it must submit the evaluation with any subsequent application to CNCS for competitive funds as required in 45 C.F.R. §2522.730.
  • If the applicant is a State/Territory subgrantee and/or National Direct Grantee whose average annual CNCS program grant is less than $500,000, or an Education Award Program Grantee, it must conduct an
internal or an external evaluation of the program, and it must submit the evaluation with any subsequent application to CNCS for competitive funds as required in 45 C.F.R. §2522.730.

A program will be considered a recompeting application if it satisfies the CNCS definition of “same project” (see Mandatory Supplemental Guidance) and has been funded competitively for at least one complete three-year cycle. If the project satisfies the definition of same project and the applicant has completed one competitively funded three-year cycle, it will be required to submit an evaluation plan. If the project satisfied the definition of same project and the applicant has completed two or more competitively funded three-year cycles, the applicant will be required to submit an evaluation report as well as an evaluation plan for the upcoming 3 year grant. If the project does not satisfy the definition of recompeting, it will not be required to submit an evaluation plan, or completed evaluation report.

The “Evaluation Summary or Plan” field of the Narrative does not count towards the page limit of the application; however, it does have a set character limit of 10,000 characters. Applicants should print out the plan to ensure the narrative does not exceed the character limits when entered in eGrants.

State/Territory subgrantees and/or National Direct Grantees with an average annual CNCS program grant of $500,000 or more that are recompeting for funds are eligible to apply for approval of an alternative evaluation approach. Grantees requesting approval of an alternative evaluation approach should submit a request for approval of an alternative evaluation approach along with their evaluation plan in the Evaluation Summary or Plan field in eGrants. The request should clearly explain: (a) the evaluation constraints faced by the program, (b) why the proposed approach is the most rigorous option feasible, and (c) how the proposed alternative approach will help the grantee build their evidence base. Evaluation plans should include, at a minimum, the required elements listed in this RFP. The evaluation plan must be consistent with the information submitted in the competitive funding application and in the request for approval of an alternative evaluation approach. More information on alternative evaluation approaches can be found at: www.nationalserviceresources.gov/files/guidance_for_grantees_approval_of_alternative_evaluation_approach.pdf

If the request for the alternative evaluation approach and the evaluation plan itself will exceed the character limit of the evaluation summary or plan field in eGrants, the applicant should do the following:

- Enter the evaluation plan in the evaluation summary or plan field in eGrants.
- Include a note in the evaluation summary or plan field stating that the applicant is requesting an alternative evaluation approach.
- Include the alternative evaluation approach at the END of the application narrative with the heading “REQUEST FOR ALTERNATIVE EVALUATION APPROACH.” This section of the application narrative will not count against the page limit.

F. Amendment Justification (0 percent)
- Enter N/A. This field will be used if the applicant is awarded a grant and needs to amend it.

G. Clarification Information (0 percent)
- Enter N/A. This field will be used to enter information that requires clarification in the post-review period.

H. Continuation Changes (0 percent)
- Enter N/A. This field will be used to enter changes in the application narratives in continuation requests.
3.4 Additional RFP Specifications

Required additional documents to be included in proposal package, if applicable.

A. Acknowledgement of Receipt Form (Pass/Fail)
Applicants must complete the above mentioned form to serve as their mandatory Letter of Intent.

B. Universal Identifier (Pass/Fail)
Applications must include a Dun and Bradstreet Data Universal Numbering System (DUNS) number and register with the Central Contractor’s Registry (CCR). DUNS number does not replace an Employer Identification Number.

DUNS numbers may be obtained at no cost by calling the DUNS number request line at (866) 705-5711 or by applying online: http://fedgov.dnb.com/webform.

The website indicates a 24-hour e-mail turnaround time on requests for DUNS numbers; however, we suggest registering well in advance of the application due date. Expedited DUNS numbers may be obtained by following instructions found here: http://smallbusiness.dnb.com/establish-your-business/12334338-1.htm l.

CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of Federal agency contracts, grant awards, cooperative agreements, and other forms of federal assistance. All grant recipients are required to maintain a valid registration, which must be renewed annually.

We urge applicants that are not already registered with the CCR to begin the registration process immediately in order to avoid any delays in submitting applications. Applicants must have a DUNS number in order to register with the CCR. It typically takes 3-5 days to finalize CCR registration. To register online go to www.sam.gov.

C. Letter of Transmittal (Pass/Fail)
Applicant must complete and sign the Letter of Transmittal Form, APPENDIX B. The form must be completed and must be signed by the person authorized to obligate the company.

D. Financial Management Form (Pass/Fail)
Applicants for new funding or whose last AmeriCorps grant was received five or more years ago must complete the 2017 Financial Management Form, APPENDIX C.

E. Financial Audit/Information (Pass/Fail)
Applicants for new funding must provide their most recent A-133 audit, their organization’s financial audit, or other financial statements if they have not had a formal audit. All others must provide their most current audit.

F. Response to Contract Terms and Conditions (Pass/Fail)
Applicant must indicate their acceptance of the Contract Terms and Conditions given in RFP.

G. Applicant’s Additional Terms and Conditions (Pass/Fail)
Applicant must include any additional terms and conditions they expect to have included in a contract.

H. Conflict of Interest Affidavit (Pass/Fail)
Applicant affirms that it presently has no interest which would conflict with the performance or services required under the Agreement, APPENDIX E.

I. New Mexico Employees Health Coverage Form (Pass/Fail)
Applicant must complete and sign the New Mexico Employees Health Coverage Form, APPENDIX G.
J. Pay Equity Reporting Form/Form PE10-249 (Pass/Fail)
Applicant must complete and sign the Form PE10-249 located at New Mexico State Purchasing Division Website which includes links to New Mexico Pay Equity Initiative information and current forms at:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx.

K. Letters of Commitment for Capacity Building Applicants (Pass/Fail)
Applicants that chose to select the focus area of Capacity Building must include a letter from each site selected to host Capacity Building activities, clearly stating a commitment of funds and supervision plan for members. Applicants that choose to select the focus area of Capacity Building must provide a letter of commitment from each of the sites/locations selected to receive Capacity Building activities from the AmeriCorps program.

L. Campaign Contribution Disclosure Form (Pass/Fail)
Applicant must complete and sign the Campaign Contribution Disclosure Form, APPENDIX H, whether any applicable contribution has been made or not.

M. In-Kind Contribution and Donation Form (Pass/Fail)
Applicant must complete the In-Kind Contribution and Donation Form, APPENDIX I.

N. Statement of Assurance (Pass/Fail)
Applicant must complete and sign Statement of Assurances as printed from eGrants.

3.5 Application 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 Applicant proposals by sub-category.

<table>
<thead>
<tr>
<th>Application Evaluation Point Summary</th>
<th>Pass/Fail/Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>A(1) eGrant Application</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>A(2) Proposal Form Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>A(3) Application Format</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>A(4) Executive Summary</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>A(5) Program Design</td>
<td>50% (50 pts)</td>
</tr>
<tr>
<td>a. Intervention/Need</td>
<td>5 pts</td>
</tr>
<tr>
<td>b. Theory of Change and Logic Model</td>
<td>19 pts</td>
</tr>
<tr>
<td>c. Evidence Base (Five Tiers)</td>
<td>12 pts</td>
</tr>
<tr>
<td>d. Notice Priority</td>
<td>3 pts</td>
</tr>
<tr>
<td>e. Member Training</td>
<td>4 pts</td>
</tr>
<tr>
<td>f. Member Supervision</td>
<td>2 pts</td>
</tr>
<tr>
<td>g. Member Experience</td>
<td>3 pts</td>
</tr>
<tr>
<td>h. Commitment to AmeriCorps Identification</td>
<td>2 pts</td>
</tr>
<tr>
<td>A(6) Organizational Capability</td>
<td>25% (25 pts)</td>
</tr>
<tr>
<td>a. Organizational Background and Staffing</td>
<td>10 pts</td>
</tr>
<tr>
<td>b. Compliance and Accountability</td>
<td>15 pts</td>
</tr>
<tr>
<td>A(7) Cost Effectiveness and Budget Adequacy</td>
<td>25% (25 pts)</td>
</tr>
<tr>
<td>a. Cost Effectiveness</td>
<td>18 pts</td>
</tr>
<tr>
<td>b. Budget Adequacy</td>
<td>7 pts</td>
</tr>
<tr>
<td>A(8) Evaluation Summary or Plan</td>
<td>Pass/Fail/Not Applicable</td>
</tr>
<tr>
<td>A(9) Amendment Justification</td>
<td>Pass/Fail/Not Applicable</td>
</tr>
<tr>
<td>A(10) Clarification Information</td>
<td>Pass/Fail/Not Applicable</td>
</tr>
</tbody>
</table>
A(11) Continuation Changes | If Applicable Pass/Fail
A(12) Performance Measures | Pass/Fail
A(13) Acknowledgement of Receipt Form | Pass/Fail
A(14) Letter of Transmittal | Pass/Fail
A(15) Universal Identifier (D&B Registration) | Pass/Fail
A(16) Financial Management Form | Pass/Fail
A(17) Financial Audit | Pass/Fail
A(18) Acceptance of Contract Terms and Conditions | Pass/Fail
A(19) Additional Contract Terms and Conditions | Pass/Fail/Not Applicable
A(20) Conflict of Interest Affidavit | Pass/Fail/Not Applicable
A(21) Employee Health Coverage Form | Pass/Fail
A(22) Pay Equity Reporting Form | Pass/Fail
A(23) Campaign Contribution Disclosure Form | Pass/Fail
A(24) In-Kind Contribution and Donation Form | Pass/Fail
A(25) Statement of Assurance | Pass/Fail
Total: | 100 pts

3.6 Funding Restrictions

A. Types of Grants

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for AmeriCorps*State funding for the creation, expansion, or enhancement of programs that meet the requirements of the AmeriCorps national service program. The State as represented by the Commission intends to use the results of this process to award contracts for AmeriCorps*State national service programs beginning in September 2017. These programs include AmeriCorps*State Formula, Professional Corps, Full-Time Fixed-Amount (Non-EAP), and Education Award Program (EAP) Fixed-Amount grants. State AmeriCorps applications submitted to the Commission for recommendation can be structured on a cost reimbursement or fixed amount basis. The Commission and Corporation will not provide both types of grants for the same project in one fiscal year.

New applicants are eligible to apply for cost reimbursement and Education Award Program (EAP) grants but not eligible to apply for fixed amount grants. Existing subgrantees/operating sites of fixed amount grantees that can demonstrate a track record and capacity to manage a fixed amount grant are considered to have AmeriCorps experience and therefore can apply for fixed amount grants in response to this RFP.

<table>
<thead>
<tr>
<th>General Summary of Grant Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Types</td>
</tr>
<tr>
<td>Available Subtypes</td>
</tr>
<tr>
<td>Maximum Cost per MSY</td>
</tr>
<tr>
<td>Type of Slots in the National Service Trust</td>
</tr>
<tr>
<td>Budget Submission Required</td>
</tr>
<tr>
<td>Availability of Funds liked to enrollment and retention of awarded MSY</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Special Requirements</td>
</tr>
<tr>
<td>Match Requirements</td>
</tr>
<tr>
<td>Financial Reporting Requirements</td>
</tr>
<tr>
<td>Available to New Applicants</td>
</tr>
</tbody>
</table>

*CNCS’s assumption is that Professional Corps will be covering the operating expenses associated with the AmeriCorps program through non-CNCS funds and thus will not be requesting operating funds as part of their applications. CNCS will consider requests for operating funds of up to $1,000 per MSY if an applicant is able to demonstrate in its narrative and supporting budget materials significant organizational financial need and substantial challenges to raising non-CNCS resources.

B. **Member Living Allowance**

The proposed budget must include a living allowance for full-time members between $12,630 (minimum) and $24,930 (maximum) per member except as noted below. A living allowance is not considered a salary or a wage.

Cost reimbursement programs are not required to provide a living allowance for members serving in less than full-time terms of service. If a program chooses to provide a living allowance to a less than full-time member, it must comply with the maximum limits in the table below. For Cost Reimbursement grants, the amount must be included in the proposed budget as either Corporation or grantee/subgrantee share. (EXCEPTION: as noted in Section B.1. and B.3.)

While fixed amount grant applicants are not required to submit detailed budgets, they are still required to provide a living allowance that complies with the minimum and maximum requirements to members (EXCEPTION: as noted in section B.2. and B.3.) Most fixed amount grant applicants are not required to indicate that amount in the application and should request those positions as “without living allowance” in the budget.

*School Turnaround is not offered in this RFP*
Table: Minimum and Maximum Living Allowance

<table>
<thead>
<tr>
<th>Service Term</th>
<th>Minimum # of Hours</th>
<th>Minimum Living Allowance</th>
<th>Max Total Living Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>1700</td>
<td>12,630</td>
<td>$24,930</td>
</tr>
<tr>
<td>One-year Half-time</td>
<td>900</td>
<td>n/a</td>
<td>$13,199</td>
</tr>
<tr>
<td>Reduced Half-time</td>
<td>675</td>
<td>n/a</td>
<td>$9,899</td>
</tr>
<tr>
<td>Quarter-time</td>
<td>450</td>
<td>n/a</td>
<td>$6,599</td>
</tr>
<tr>
<td>Minimum-time</td>
<td>300</td>
<td>n/a</td>
<td>$4,400</td>
</tr>
</tbody>
</table>

1. Exceptions to the Living Allowance Requirements If a program existed prior to September 21, 1993, a living allowance is not required. If an applicant chooses to offer a living allowance, it is exempt from the minimum requirement of $12,630, but not the maximum requirement of $24,930.

2. EAP Grantees are not required to provide a living allowance, but if a living allowance is provided, it must comply with the minimum and maximum requirements set forth in the Living Allowance Table above.

3. Professional Corps Grantees must provide members a living allowance or salary, which must meet the minimum, but may exceed the maximum living allowance set in the Living Allowance Table above. Professional Corps member salaries are paid entirely by the organizations with which the members serve, and are not included in the budget. School Turnaround AmeriCorps EAPs may exceed the maximum living allowance.

C. Maximum Cost per Member Service Year (MSY)

Maximum Costs per MSY are set forth in the table below. The CNCS cost per MSY is determined by dividing the CNCS share of budgeted grant costs by the number of MSYs requested. It does not include child care or the value of the education award a member may earn. The maximum amount an applicant may request from CNCS per MSY is determined on an annual basis.

New and recompeting State Commission subgrantees/applicants must not exceed the maximum cost per MSY for their grant type.

Table: 2017 Maximum Cost per MSY

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Formula State/Territory Program (cost reimbursement)</td>
<td>$13,830</td>
</tr>
<tr>
<td>Professional Corps Grant (cost reimbursement)</td>
<td>Up to $1,000*</td>
</tr>
<tr>
<td>Professional Corps Fixed Amount Grant</td>
<td>Up to $1,000*</td>
</tr>
<tr>
<td>Education Award Program Fixed Amount Grant</td>
<td>$800</td>
</tr>
<tr>
<td>Fulltime Fixed Amount Grant</td>
<td>$13,430</td>
</tr>
</tbody>
</table>

* The Corporation’s assumption is that Professional Corps will be covering the operating expenses associated with the AmeriCorps program through non-CNCS funds and thus will not be requesting operating funds as part of their applications. CNCS will consider operating funds of up to $1,000 per MSY if an applicant is able to demonstrate in its narrative and supporting budget materials significant organizational financial need and substantial challenges to raising non Corporation resources.

**Partnership Challenge applicants should apply as an EAP program in eGrants but will request $0 cost per MSY.

Programs operating in rural communities (see Section 8-Mandatory Supplemental Guidance) and programs that recruit opportunity youth as AmeriCorps members may request up to $14,000 cost per MSY for the AmeriCorps members that will be serving in rural areas or who are opportunity youth. All applicants must include a compelling case as to why the applicant’s cost per MSY must be higher.
D. Amount of the Segal AmeriCorps Education Award for FY 2017

AmeriCorps members serving in programs funded through this RFP who successfully complete a term of service will receive an Education Award from the National Service Trust of $5,815 for a year of full-time service, with correspondingly smaller awards for less than full-time service. The amount of the Education Award is linked to the value of the Pell Grant, and is therefore subject to change after 2017. A member has seven years after his or her term of service to use the Education Award.

<table>
<thead>
<tr>
<th>Term of Service</th>
<th>Minimum # of Hours</th>
<th>FY17 Education Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time</td>
<td>1700</td>
<td>$5,815.00</td>
</tr>
<tr>
<td>One-Year Half Time</td>
<td>900</td>
<td>$2,907.50</td>
</tr>
<tr>
<td>Reduced Half Time</td>
<td>675</td>
<td>$2,215.24</td>
</tr>
<tr>
<td>Quarter Time</td>
<td>450</td>
<td>$1,538.36</td>
</tr>
<tr>
<td>Minimum Time</td>
<td>300</td>
<td>$1,230.69</td>
</tr>
</tbody>
</table>

4.0 CONTINUATION APPLICATION CONTENT

4.1 eGrants Application Fields

See the Application Instructions Document for detailed instructions when filling out the required eGrants fields.

4.2 Scoring Criteria

Cost Effectiveness and Budget Adequacy (25 percent)

Reviewers will consider the quality of the application’s response to the following criteria below. Do not assume all sub-criteria are of equal value.

1. **Cost Effectiveness (18 points)**
   - The budget is sufficient to carry out the program effectively.*
   - The budget aligns with the applicant’s narrative.*
   - Most recent financial audit is included for review.
   - The program design is cost effective and the benefits justify the cost.
   - The applicant has raised or describes an adequate plan to raise non-CNCS resources to fully support the program.
   - The applicant, if recompeting, has a lower cost per Member Service Year (MSY—see Section 8-Mandatory Supplemental Guidance) than approved in previous grants, or provides a compelling rationale for the same or increased cost including why this increase could not be covered by the grantee share.

*Program costs not included in the formal budget, including for Fixed Price grantees, must be described in this section in sufficient detail to allow reviewers to assess their sufficiency and alignment. Failure to provide adequate information in this section may result in a lower score.

Having a low cost per Member Service Year (MSY) is a competitive advantage. New applicants that submit with a low cost per MSY and recompeting applicants that submit with a lower cost per MSY than previously funded may receive higher priority for funding. Applicants requesting a higher cost per MSY than funded in previous years must justify their requests. If an applicant requests above the maximum cost per MSY (see Maximum Cost per MSY Section), it must justify its request. Please note that such requests are rarely approved.
2. **Budget Adequacy (7 points)**

- Budget is submitted without mathematical errors and proposed costs are allowable, reasonable, and allocable to the award.
- Budget is submitted with adequate information to assess how each line item is calculated.
- Budget is in compliance with the application instructions.
- Match is submitted with adequate information to support the amount written in the budget.
- Applicants must complete the budget and ensure the following information is in the budget narrative (requested information in the budget screens):
  - Identify the non-CNCS funding and resources necessary to support the project, including for Fixed Price applicants.
  - Indicate the amount of non-CNCS resource commitments, type of commitments (in-kind and/or cash) and the sources of these commitments.

### 5.0 APPLICATION REVIEW INFORMATION

The assessment of applications involves a wide range of factors and considerations. The Commission will engage external reviewers to provide insight and input with respect to eligible applications. In addition, Commission staff will apply their experience and expertise in evaluating applications. In the end, the review and selection process will produce a diversified set of high-quality programs that represent the priorities and selection factors described in this RFP.

#### 5.1 Narrative Alignment

The review and selection process is designed to accomplish the following goals:

**A. Identify eligible applications that satisfy the following considerations:**

- High alignment with narrative assessment criteria
- High alignment with priorities outlined in this RFP, including priority-specific requirements as detailed in Section 8-Mandatory Supplemental Guidance
- Relative risk and opportunity.

**B. Yield a diversified portfolio based on the following strategic considerations:**

- Meaningful representation of
  - Geographic diversity
  - Rural communities (see definition in Section 8-Mandatory Supplemental Guidance)
  - Small and medium programs
  - Faith- and community-based organizations
- Focus area representation
- Organizations and/or program models that recruit and engage traditionally underrepresented populations as AmeriCorps members (e.g.; people with disabilities, low-income individuals, older Americans, etc) and expand opportunities to serve as AmeriCorps members
- High ratio of match and/or other revenue to CNCS investment
- Evidence levels
- Promise Zone designees or cities that have had a Strong Cities, Strong Communities community solutions team.
5.2 Review and Selection Process
The Commission application review marks the first phase of the application review process.

A. Compliance and Eligibility Review
Commission staff, along with the Procurement Manager, will conduct a technical review of the applicant material to ensure that the application meets procurement, CNCS, and federal regulation requirements. In order to be compliant and advance to Application Review, an applicant must satisfy all the following requirements:

- Submit a Notification of Intent to Apply/Readiness Check List by the deadline.
- Submit an application by the submission deadline.
- Submit an application that is complete, in that it contains all required elements including all required additional documentation, as applicable, and follows the instructions provided in this RFP.
- Submit an application with a minimum of 10 members/5 MSY.
- Cost per MSY does not exceed the maximum for new applicants; cost per MSY has decreased or stayed the same for continuing and recompeting applicants.
- Submit an application that aligns with CNCS requirements as stated in the 2017 NOFO.
- Submit an application that adheres to federal regulations as stated in the 2017 NOFO.

B. New and Recompete Application Review
The components to the application review include: a) an external review of the Program Design and Organizational Capability sections of the application narrative, and b) a concurrent Commission staff technical review of all application elements, including an evaluation of the budget, budget narrative and additional documentation including financials (audit, Financial Management Form/Pre-Award risk assessment).

Commission staff will also assess recompeting sub-grantees’ past performance. This assessment is in addition to the evaluation of the applicant’s eligibility for funding or the quality of its application on the basis of the Selection Criteria. In evaluating programmatic performance, Commission staff will consider the following for applicants that are submitting applications for the same program model:

- Grantee progress reports – attainment of Performance Measures
- Enrollment and retention
- Compliance with 30 day enrollment and exit requirements in the AmeriCorps portal
- Site visit or other monitoring findings (if applicable)
- Significant opportunities and/or risks of the grantee related to national service

Some applicants may receive requests to provide clarifying information and/or make changes to their application including changes to the budget after the Commission Board has made final funding decisions. This information is used by Commission staff in making monitoring and support decisions. A request for clarification does not guarantee a grant award. Failure to respond to requests for additional information in response to clarification questions in a timely fashion may result in the removal of applications from consideration by CNCS.

C. Continuation Review
Continuation Applications will be reviewed and scored entirely by Commission staff. Scored criteria includes budget adequacy and cost effectiveness. See section 4.2 for detailed scoring criteria.

D. Financial and Risk Assessment Evaluation
Commission staff will evaluate the risks to the program posed by each applicant, including conducting due diligence to ensure an applicant’s ability to manage federal funds. This evaluation is in addition to the evaluation of the applicant’s eligibility for funding, the quality of its application on the basis of the Selection Criteria, and the assessment of programmatic past performance, if applicable. Results from this evaluation will inform the Commission Board prior to funding decisions. In evaluating risks, the Commission Board and staff will consider the following, but not limited to:
- Financial stability
  - Most recent audited financial statement
- Quality of financial management systems and ability to meet the administrative standards prescribed in applicable OMB Guidance
- History of performance as reflected in the applicant’s record in managing previous CNCS awards, cooperative agreements, or procurement awards, including:
  - Timeliness of compliance with applicable reporting requirements,
  - If applicable, meeting matching requirements, and
  - If applicable, the extent to which any previously awarded amounts will be expended prior to future awards
- Information available through any OMB-designated repositories of government-wide eligibility
- Qualification or financial integrity information, such as—
  - Federal Awardee Performance and Integrity Information System (FAPIIS),
  - Dun and Bradstreet, or
  - “Do Not Pay”
- Reports and findings from single audits performed under 2 CFR § 200 and findings of any other available audits
- IRS Tax Form 990
- An applicant organization’s annual report
- Publicly available information including information from an applicant organization’s website;
- Any other information listed in 45 CFR § 2522.140; and
- The applicant’s ability to effectively implement statutory, regulatory, or other requirements.

**E. Selection of Applications for Funding**
The Commission Board will vote to approve applications for funding in June 2017 based on the quality of response against the criteria, external peer review, CNCS funding priorities, and strategic considerations of the Commission.

**5.3 Anticipated Announcement and Federal Award Dates**
Depending on the availability of funding, the Commission expects that successful applicants will be notified no later than 30 days after the commission vote, contingent on timely full year appropriations.

**6. AWARD ADMINISTRATION INFORMATION**

**6.1 Award Notices**
Applicants will be notified via email as to funding decisions. This notification is not an authorization to begin grant activities. The fully executed funding contract authorizes the start of grant activities.

**6.2 Administrative and National and State Policy Requirements**

*Documents that Govern the Grant*
The Notice of Grant Award incorporates the approved application as part of a binding commitment under the grant as well as the AmeriCorps regulations, grant provisions, and the New Mexico Department of Workforce Solutions negotiated contract.

*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
Grants under this program are subject to 2 CFR § 200 and CNCS regulations issued to implement Part 200. Those regulations supersede and streamline requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.
6.3 National Service Criminal History Check Requirements
The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless the Commission or CNCS has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks—

All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:
A. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
B. Either
   - A name- or fingerprint-based search of the statewide criminal history registry in the person’s state of residence and in the state where the person will serve/work or
   - A fingerprint-based FBI criminal history check.

Special Rule for Persons Serving Vulnerable Populations: Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:
A. A nationwide name-based check of the NSOPW; and
B. Both
   - A name- or fingerprint-based search of the statewide criminal history registry in the person’s state of residence and in the state where the person will serve/work; and
   - A fingerprint-based FBI criminal history check.

See 45 C.F.R. § 2540.200–§ 2540.207 and http://www.nationalservice.gov/resources/criminal-history-check for complete information and FAQs. Vendor checks (checks performed by commercial vendors) are often noncompliant with these requirements. Inability of a grantee to demonstrate that they have conducted an NSOPW and other required criminal history checks, as specified in CNCS’s regulations, may result in disallowance of all or part of the costs associated with noncompliance.

6.4 Use of Material
To ensure that materials generated with CNCS funding are available to the public and readily accessible to grantees and non-grantees, CNCS reserves a royalty-free, nonexclusive, and irrevocable right to obtain, use, modify, reproduce, publish, or disseminate publications and materials produced under the award, including data, and to authorize others to do so. 45 CFR § 2543.36; 2541.30

6.5 Reporting
Cost reimbursement grantees are required to provide mid-year and end of year progress reports, semi-annual financial reports, and an internal or external evaluation report as required by the AmeriCorps regulations §§2522.500-2522.540 and §§2522.700-2522.740.

Fixed Amount grantees are required to provide mid-year and end of year progress reports and an internal or external evaluation report. All grantees, including Fixed Amount grantees, submit quarterly financial reports to the U.S. Department of Health and Human Services Payment Management System.
If you receive an award directly from CNCS, you will be required to report at www.FSRS.gov on all subawards over $25,000 and may be required to report on executive compensation for your organization and for your subgrantees. You must have the necessary systems in place to collect and report this information. See 2 CFR. Part 170 for more information and to determine how these requirements apply.

While applications will not be evaluated on these criteria, grantees will be expected to have data collection and data management policies and practices that provide reasonable assurance that they are providing CNCS with high-quality performance measure data. At a minimum, grantees should have policies and practices which address the following five aspects of data quality:
- The data measures what it intends to measure;
- The grantee collects data in a consistent manner;
- The grantee takes steps to correct data errors;
- The grantee ensures that the data reported is complete; and
- The grantee actively reviews data prior to submission.

**Progress Report Data**
In addition to semi-annual reporting outcomes and progress toward the grant approved performance measures, additional data must be reported annually (as applicable).

**6.6 Re-Focusing of Funding**
CNCS reserve the right to re-focus funding in the event of disaster or other compelling need for service.

**6.7 Protest Process**
Applicants can only protest violations of procedures that are outlined in this RFP to the procurement manager. Ranking and scoring as conducted by the Peer Review Committee and Commission staff is not subject to protest. Notice of intent to protest and any protests must be made in writing within five days of announcement of final awards. Protests must include the name and address of the protestor and the request for proposal number. Individuals should make their protests as specific as possible and should fully identify the procedural issue being contested; protest by an Applicant must be in accordance with New Mexico Procurement Code 13-1-175, and sent to the attention of:

Melissa McAfee-Cruz, CPO  
New Mexico Department of Workforce Solutions  
401 Broadway NE  
Albuquerque, NM 87102

**Protests received after the five-day deadline will not be accepted.**
7. GENERAL RFP 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. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 3 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- Offeror’s Responsibility
Any contractual agreement that may result from this RFP shall specify that the Offeror 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 Offeror shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the Offeror 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 awards 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:
   i. confidential financial information concerning the Offeror’s organization; and
   ii. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
   iii. 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 Procurement Manager shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9-No Obligation

This RFP does not obligate the State of New Mexico or any of its agencies to use any of the services offered by any offeror 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 Agency or 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 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’s 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 Sample Contract Appendix D. However, the contracting Agency reserves the right to negotiate with any Offeror provisions in addition to those contained in this RFP (Sample Contract). The contents of this RFP, as revised and supplemented, and the successful Offeror’s proposal will be incorporated into and become part of any resultant contract.
The Agency discourages exceptions to contract terms and conditions in the RFP (Sample Contract). 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 in RFP (Sample Contract) APPENDIX D, 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 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.

16-Term of New Mexico State Contract

The contracts awarded in response to this RFP will be for no more than 45 months consisting of three 15-month contract periods that are programmatically and fiscally independent with a start date no earlier than September 1, 2017 and an end date no later than December 31, 2018.

The 15-month contract periods allow the Offeror a covered period to recruit members and remain compliant with federal regulations which provide full-time AmeriCorps members up to twelve months to complete their term of service. The start date for each fifteen month contract period may be adjusted should a revised scope and approved program plan deem it operationally justified. Expenses incurred in a 15-month contract period may only be reimbursed with funds granted for that same 15-month contract period. Contract start dates should be September 1, 2017 or after and the contract end date may not be after December 31, 2018. Applicants proposing a contract start date earlier than September 1, 2017 (e.g., programs with an education focus) must receive written approval from the Commission.

In approving a multi-year project, the Commission will approve initial funding for the first 15-month contract period. Continuation funding is not guaranteed. Factors considered in awarding continuation grants include satisfactory performance, demonstrated capacity to manage the grant, compliance with grant requirements, agency priorities, and the availability of appropriated federal funds.

The Commission and the Corporation reserve the right to adjust the amount of a grant or elect not to continue funding for subsequent years. Annual funding will be contingent upon availability of funds and satisfactory contractor performance.

17-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.

18-Contract Deviations

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

19-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 Sections 13-1-83 and 13-1-85 NMSA 1978.

20-Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities in submitted proposals. 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.

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

22-Notice of Penalties
The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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.

23-Notice of Penalties
The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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.

24-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.

25-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.

26-Ownership of Proposals
All documents and materials submitted in response to the RFP shall become property of the State of New Mexico.

27-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 New Mexico Department of Workforce Solutions.

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.
28-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 functioning e-mail address to receive this correspondence. (See also Section 2.11).

29-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.dws.state.nm.us/

30-New Mexico Employees Health Coverage
a. 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, 2017 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://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.

31-Campaign Contribution Disclosure Form
Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX H, 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.

32-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.

(1) For contracts that extend beyond one (1) calendar year, or are extended beyond one 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.

b. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
c. 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.

33-Disclosure Regarding Responsibility

a. Any prospective Bidder/Offeror (hereafter Offeror) and 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:
   1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
   2. 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.
   3. 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.
   4. 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.
      i. Taxes are considered delinquent if both of the following criteria apply:
         • 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.
         • 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.
   5. 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 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.

d. 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.
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 an Offeror 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. 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.

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

8. MANDATORY SUPPLEMENTAL GUIDANCE

21st Century Service Corps (21st CSC):
The 21st Century Conservation Service Corps (21CSC) is a bold national effort to put young Americans and veterans to work protecting, restoring, and enhancing America’s great outdoors. The 21CSC, built on the legacy of the Civilian Conservation Corps, will complete high-quality, cost effective projects on public and tribal lands and waters across the nation. The 21CSC goals:

- **Put Americans to work:** The 21CSC will provide service, training, education and employment opportunities for thousands of young Americans and veterans, including low income and disadvantaged youth.

- **Preserve, protect, and promote America’s greatest gifts:** The 21CSC will protect, restore and enhance public and tribal lands and waters as well as natural, cultural, and historical resources and treasures. With high-quality, cost-effective project work, the 21CSC will also increase public access and use while spurring economic development and outdoor recreation.

- **Build America’s future:** Through service to America, the 21CSC will help develop a generation of skilled workers, educated and active citizens, future leaders, and stewards of natural and cultural resources, communities and the nation.


**Capacity Building:**
Grants also will provide support for capacity building activities provided by national service participants. As a general rule, CNCS considers capacity building activities to be *indirect services* that enable CNCS-supported organizations to provide more, better, and sustained *direct services* in CNCS’ six focus areas. Capacity building activities cannot be solely intended to support the administration or operations of the organization. Examples of capacity building activities include recruiting and/or managing community volunteers; implementing effective volunteer management practices; completing community assessments that identify goals and recommendations; developing new systems and business processes (technology, performance management, training, etc.); or
enhancing existing systems and business processes. Applicants that choose to select the focus area of Capacity Building for Formula RFP PY 17-18 shall provide a letter of commitment from each of the sites/locations selected to receive Capacity Building activities from the AmeriCorps program.

**Cost Reimbursement Grants:**
These grants fund a portion of program operating costs and member living allowances with flexibility to use all of the funds for allowable costs regardless of whether or not the program recruits and retains all AmeriCorps members. Cost reimbursement grants include a formal matching requirement and require the submission of a budget and financial reports.

**Encore Programs:**
Congress set a goal that 10 percent of AmeriCorps funding should support encore service programs that engage a significant number of participants age 55 or older. The Commission seeks to meet that 10 percent target in this competition and encourages encore programs to apply.

**Enrollment Rate:**
Enrollment rate is calculated as slots filled, plus refill slots filled, divided by slots awarded.

**Fixed Amount Grants:**
These fixed amount grants are available for programs that enroll full-time members or less than full-time members that are serving in a full time capacity only, including Professional Corps. These grants provide a fixed amount of funding per Member Service Year (MSY) that is substantially lower than the amount required to operate the program. Organizations use their own or other resources to cover the remaining cost. Programs are not required to submit budgets or financial reports, there is no specific match requirement, and programs are not required to track and maintain documentation of match. Professional Corps programs applying for operational funding through a Fixed Amount Grant must submit a budget in support of their request for operational funds. However, CNCS provides only a portion of the cost of running the program and organizations must still raise the additional resources needed to run the program. Programs can access all of the funds, provided they recruit and retain the members supported under the grant based on the MSY level awarded.

**Governor and Mayor Initiative:**
The application must address a pressing challenge the Governor wishes to solve in the state. A Governor must apply with one Mayor in his or her state and a minimum of two nonprofits. In conjunction with the Mayor, the Governor will be responsible for identifying and selecting those nonprofits that are best able to achieve a demonstrated positive impact on the problem. The application should include letters of commitment from all relevant parties. If the Governor and Mayor have not yet selected partnering nonprofit entities, they should describe the process that the Governor and Mayor will use to select the nonprofit entities. The application, submitted to the State Commission, will respond to the application criteria and explain how several nonprofits working together, with the Governor’s office serving as a convener, will effectively deploy AmeriCorps members for a collective impact. Only the Governor, Mayor, their designated government office (but not the state commission), or a public university may apply for operating grants under the Governor and Mayor initiative.

Applications submitted as part of the Governor and Mayor Initiative must check the “Governor and Mayor Initiative” box in the Performance Measure tab and email a letter of endorsement cosigned by the Governor and Mayor, as well as signed letters of commitment from partnering nonprofits to Melissa.McAfee-Cruz@state.nm.us by the due date in order to be considered for this Initiative.

**Multi-focus Intermediates:**
Given the capacity required to successfully apply for and implement an AmeriCorps program, the Commission recognizes that severely under-resourced communities may have limited applicant options, either based on the size of the nonprofits or the lack of available matching funds. Thus it may be necessary to engage an eligible applicant that will develop an application and oversee the implementation of an AmeriCorps program that engages
multiple grassroots nonprofits/eligible applicants that individually do not have the necessary organizational or fundraising capacity to apply for and run an AmeriCorps program independently. Given the desire to address community needs holistically, the nonprofits/eligible applicants that make up the consortium may have different focus areas and thus the nonprofit/eligible applicant intermediary will be multi-focused.

Applications seeking consideration under this priority must demonstrate that they will be serving in severely under-resourced communities, and how the activities provided by the consortium collectively address a compelling community need or set of needs. The applicant must demonstrate that they have sufficient financial and management capacity to act as an umbrella organization for the consortia. The nonprofit/eligible applicant intermediary should submit one application that describes:

- How the partnership will be organized and AmeriCorps resources will be allocated between the partnering entities (intermediary and consortia members).
- The proposed theory(ies) of change and program model(s).
- How they will utilize an identified consortium of nonprofits/eligible applicants that are well positioned to achieve outcomes identified in the theory of change.

Applicants must email memoranda of understanding or signed letters of commitment from all members of the consortia to melissa.mcafee-cruz@state.nm.us by the application due date in order to be considered for this Initiative.

My Brother’s Keeper:
President Obama launched the My Brother’s Keeper initiative to address persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential. Through this initiative, the Administration is joining with cities and towns, businesses, and foundations who are taking important steps to connect young people to mentoring, support networks, and the skills they need to find a good job or go to college and work their way into the middle class.

My Brother’s Keeper is focused on five milestones:

- **Getting a Healthy Start and Entering School Ready to Learn**: All children should have a healthy start and enter school ready – cognitively, physically, socially and emotionally.
- **Reading at Grade Level by Third Grade**: All children should be reading at grade level by age 8 – the age at which reading to learn becomes essential.
- **Graduating from High School Ready for College and Career**: Every American child should have the option to attend postsecondary education and receive the education and training needed for quality jobs of today and tomorrow.
- **Successfully Entering the Workforce**: All those who want jobs should be able to find work that allows them to support themselves and their families.
- **Keeping Kids on Track and Giving Them Second Chances**: All children should be safe from violent crime; and individuals who are confined should receive the education, training and treatment they need for a second chance.

In order to qualify for this priority area, applicants must demonstrate that their program addresses or will address one or more of the five milestones.

Opportunity Youth:
Opportunity youth are economically disadvantaged individuals age 16-24 who are disconnected from school or work for at least six months prior to service. CNCS defines “economically disadvantaged” consistent with the definition used in the member development performance measures, “Receiving or meet the income eligibility requirements to receive: TANF, Food Stamps (SNAP), Medicaid, SCHIP, Section 8 housing assistance.” CNCS defines “disconnected from school or work” as unemployed, underemployed, and not in school for at least six months prior to service. A member who was not economically disadvantaged prior to becoming an AmeriCorps member but became economically disadvantaged because the living allowance was low enough to make them eligible for
SNAP, etc cannot be counted as economically disadvantaged. In order to apply under this priority the applicant must demonstrate the programmatic elements they will implement in order to recruit and support opportunity youth as members, and a substantial portion of their requested MSYs must fall into this category.

**Retention Rate:**
Retention rate is calculated as the number of members exited with award (full or partial award) divided by the number of members enrolled.

**Rural:**
CNCS uses rural-urban commuting area (RUCA) codes to classify program addresses as either rural or urban for analytic purposes. RUCA codes classify U.S. census tracts using measures of population density, urbanization, and daily commuting. Census tracts with an urban cluster population less than 50,000 are considered rural (RUCA codes 4 – 10). Applicants are encouraged to designate themselves as serving rural communities if some or all service locations are in rural areas as defined RUCA codes or if the program can provide other compelling evidence that the program is rural in the narrative portion of the application. This self-designation will be considered in grant-making decisions.

For more information about RUCA codes, please visit the USDA website found here: [http://www.ers.usda.gov/data-products/rural-urban-commuting-area-codes.aspx](http://www.ers.usda.gov/data-products/rural-urban-commuting-area-codes.aspx)
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

2017-2018 New Mexico State
AmeriCorps Request for Proposals (Formula Pool)
RFP #

In acknowledgement of receipt of this Request for Proposal, the undersigned offeror agrees that the offeror has received a complete copy, beginning with the title page and table of contents, and ending with Appendix K-Resource Library, consisting of _____ pages.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on May 16, 2017. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will be eligible for this procurement and 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: _______________

Primary Focus Area* of potential proposal (Select only one category):

___ Disaster Services
___ Economic Opportunity
___ Education
___ Environmental Stewardship
___ Healthy Futures
___ Veterans and Military Families

*Proposals may have more than one area of focus. Select only the primary focus area.

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.

Melissa McAfee-Cruz
New Mexico Department of Workforce Solutions
401 Broadway NE
Albuquerque, New Mexico 87102
Fax: (505) 841-8491
E-mail: melissa.mcafee-cruz@state.nm.us
APPENDIX B

LETTER OF TRANSMITTAL FORM

RFP#17-631-7004-00061: _____________________
Offeror Name: ________________________________
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 2.0 of this RFP.
   ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section 3.5 of this RFP.
   ____ I acknowledge receipt of any and all amendments to this RFP.
   ________________________________________________, 2017 Authorized Signature
   and Date (Must be signed by the person identified in item #2, above.)
APPENDIX C

2017-2018 FINANCIAL MANAGEMENT FORM

The purpose of this survey is to collect information about an organization’s capacity to manage federal grant funds prior to issuance of a grant award document. Information may also be used to plan monitoring activities and/or identify technical assistance needed to strengthen operations.

Legal Name of Organization:  
Address:  
City/State/Zip Code:  
EIN:  
DUNS Number:  

Please answer every question attaching materials & providing comments/explanations.

A. GENERAL INFORMATION

1. Has your organization received a Federal grant or cost-type contract award in the last 2 years?  
   ☐ Yes ☐ No  
   If yes, what is your Federal cognizant/oversight agency? 
   Agency:  
   Name of Contact:  
   Telephone:  

2. Please attach a schedule showing the total Federal dollars awarded to your organization by granting agency for the two most recently completed fiscal years.

3. Has your organization ever received funding from the Corporation for National and Community Service or the New Mexico Commission for Community Volunteerism?  
   ☐ Yes ☐ No  
   If yes, please specify the grant number[s]:  

4. Indicate whether your organization is:  
   ☐ a non-profit educational institution  
   ☐ a non-profit organization  
   ☐ a Tribe  
   ☐ a Territory  
   ☐ Other, please specify

5. Has your organization been audited by a Certified Public Accounting firm within the past two years?  
   ☐ Yes ☐ No  
   If yes, please attach copy.

6. Has your organization completed a recent OMB A-133 audit?  
   ☐ Yes ☐ No  
   If yes, please attach most recent copy.  
   If no, is one currently underway or scheduled?  
   ☐ Yes ☐ No  
   Give completion date where applicable.

7. Has your organization been granted tax-exempt status by the IRS?  
   ☐ Yes ☐ No ☐ N/A

8. If so, under which section of the IRS Code?  
   ☐ 501©3 ☐ 501©4  
   ☐ 501©5 ☐ 501©6
   ☐ Other, please specify
   Please attach a copy of the most recently filed IRS Form 990.
9. Does your organization have established policies relating to salary scales, fringe benefits, travel reimbursement and personnel policies?
   ☐ Yes ☐ No

B. FUNDS MANAGEMENT

1. Are you using a job cost system?
   ☐ Yes ☐ No

2. Which of the following best describes your organization’s accounting system?
   ☐ Manual ☐ Automated ☐ Combination

3. How frequently do you post to the general ledger?
   ☐ Daily ☐ Weekly ☐ Monthly ☐ Other

4. Does the accounting system completely and accurately track the receipt and disbursement of funds by each grant or funding source?
   ☐ Yes ☐ No

5. Are common or indirect cost accumulated into cost pools for allocation to projects, contracts and grants?
   ☐ Yes ☐ No

6. Are the following books of account maintained?
   General Ledger ☐ Yes ☐ No
   Income (Sales) Journal ☐ Yes ☐ No
   Cash Receipts Journal ☐ Yes ☐ No
   Purchase Journal ☐ Yes ☐ No
   Cash Disbursements Journal ☐ Yes ☐ No
   General Journal ☐ Yes ☐ No
   Payroll Journal ☐ Yes ☐ No
   Other, describe

7. Does the accounting system provide for the recording of actual grant/contract costs according to categories of your approved budget[s], and provide for current and complete disclosure?
   ☐ Yes ☐ No

8. Are time and activity distribution records maintained by funding source and project for each employee to account for total hours [100%] devoted to your organization?
   ☐ Yes ☐ No

9. Is your organization familiar with Federal cost principles?
   ☐ Yes ☐ No

10. Is your organization familiar with procedures for the determination and allowance of costs in connection with Federal grants and contracts?
    ☐ Yes ☐ No

C. INTERNAL CONTROLS

1. Are the duties of the bookkeeper/record keeper separate from cash functions (receipt or payment or cash)?
   ☐ Yes ☐ No

2. Are checks signed by individual[s] whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?
   ☐ Yes ☐ No

3. Are purchase approval methods documented and communicated?
   ☐ Yes ☐ No

4. Are accounting entries supported by appropriate documentation?
   ☐ Yes ☐ No

5. Are cash or in-kind matching funds supported by appropriate documentation?
   ☐ Yes ☐ No

6. Are employee time sheets supported by appropriately signed documentation?
   ☐ Yes ☐ No

7. Are employees who handle funds bonded against loss by reasons of fraud or dishonesty?
   ☐ Yes ☐ No
8. Are there procedures documented for complying with the applicable cost principles and the conditions of the award?  
☐ Yes  ☐ No

COMMENTS/EXPLANATIONS
The total number of attachments is:  Including: Audit(s) ☐  IRS Form 990 ☐

Attach numbered sheets as necessary.

PREPARED BY (SIGNATURE):
TITLE AND TYPE NAME:
DATE:
TELEPHONE/EMAIL:

FOR INTERNAL USE ONLY
REVIEWED BY:
DATE:
COMMENTS:
APPENDIX D
SAMPLE CONTRACT
New Mexico Department of Workforce Solutions
PROFESSIONAL SERVICES CONTRACT #

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Department of Workforce Solutions, hereinafter referred to as the “Agency,” and <Organization> hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et.seq; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, this Agreement is issued against the state price agreement, SPD 40-000-13-00003AD Professional Services, established and maintained by the New Mexico State Purchasing Division of the General Services Department;

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
   A. The Contractor shall perform the Scope of Work as set forth in Attachment 1 of this Agreement.

2. Compensation.
   A. The Agency shall pay to the Contractor for services satisfactorily performed pursuant to the Scope of Work. Payments shall be made at the rate of _______ Dollars ($____) in FY17 as outlined in the budget which is made part of this Agreement as Attachment 2-Budget. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($______) in FY17. FY17 is defined as September 1, 2017 to December 31, 2018. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Payments under this Agreement shall be made in accordance with the approved certification of invoices that are due on the 15th of the month following the services which were provided by the Contractor.

   The Agency shall pay to the Contractor for services satisfactorily performed pursuant to the Scope of Work. Payments shall be made at the rate of _______ Dollars ($____) in FY18 as outlined in the budget which is made part of this Agreement as Attachment 2-Budget. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($______) in FY18. FY18 is defined as September 1, 2018 to December 31, 2019. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in
excess of the total compensation amount being provided. Payments under this Agreement shall be made in accordance with the approved certification of invoices that are due on the 15th of the month following the services which were provided by the Contractor.

The Agency shall pay to the Contractor for services satisfactorily performed pursuant to the Scope of Work. Payments shall be made at the rate of _____Dollars ($) in FY19 as outlined in the budget which is made part of this Agreement as Attachment 2-Budget. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($_____ ) in FY19. FY19 is defined as September 1, 2019 to December 31, 2020. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Payments under this Agreement shall be made in accordance with the approved certification of invoices that are due on the 15th of the month following the services which were provided by the Contractor.

B. Payment in FY17, FY18, and FY19 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work and to approval by the Agency. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.
   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Agreement shall terminate on (08/31/2018) unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.
   A. Grounds. The Agency may terminate this Agreement for convenience or cause.
   
   The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

   B. Notice; Agency Opportunity to Cure.
   1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

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

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

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

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

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

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

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

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

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

    B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
    1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency’s contracting process;
    2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency’s making this Agreement;

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

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

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

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

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

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

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

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

15. Penalties for violation of law.
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and
16. **Equal Opportunity Compliance.**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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

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

19. **Unemployment Insurance**
The Contractor agrees to comply with all federal and state laws, rules and regulations pertaining to Unemployment Insurance Taxes for its employees. If the Contractor fails to comply with Unemployment Insurance Taxes and applicable laws, rules and regulations when required to do so, this Agreement will be immediately terminated by the Agency.

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

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

22. **New Mexico Employees Health Coverage.**
   A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an
average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $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://www.insurenewmexico.state.nm.us/.

23. Employee Pay Equity Reporting.
Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

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

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

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

To the Agency:
New Mexico Department of Workforce Solutions
401 Broadway NE
Albuquerque, NM 87102
Attention: Executive Director, New Mexico Commission for Community Volunteerism

To the Contractor:
<Organization>
<Name> <Title>
<Address>
<State, City, Zip>

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

28. AmeriCorps Federal/CNCS requirements.

1. Contractor must comply with the following AmeriCorps Provisions:
   a. The Edward M. Kennedy Serve America Act, Corporation for National and Community Service 45 CFR parts 2541 and 2542, Corporation and Cooperative Grant Agreement Requirements.
   d. All sub awards are subject to those Federal cost principles applicable to the particular organization concerned found in 2 CFR §200

2. Contractor must also ensure that individuals who have been selected by the Contractor to serve in an approved AmeriCorps New Mexico national service position, meet the following eligibility requirements:
   a. Is enrolled in an approved national service position;
   b. Is a U.S. citizen, U.S. National or lawful permanent resident alien of the United States;
   c. Is at least 17 years of age * at the commencement of service unless the member is out of school and enrolled in a full-time year round youth corps Program, full-time summer Program or a program for economically disadvantaged youth as defined in the Edward M. Kennedy Serve America Act 942 U.S.C. 12572 (a) (9)), in which case he or she must be between the ages of 16 and 24; and Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma).

   *Individuals under eighteen years of age must provide written consent from a parent or legal guardian.

3. Contractor agrees to ensure that all sub-grantee websites clearly state that they are an AmeriCorps grantee
and prominently display the AmeriCorps logo. The New Mexico Commission for Community Volunteerism Logo ("Logo") is a trademark of the New Mexico Commission for Community Volunteerism, which regulates its use. You may not use the Logo without express written permission from The Commission or from the Executive Director of the Commission.

4. Contractor agrees to notify CNCS within 30 days of a member’s selection for, completion of, suspension from, or release from, a term of service. Contractor must also notify the CNCS National Service Trust, via My AmeriCorps Portal, when a change in a member’s service is approved and changed.

5. Contractor agrees to ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award if applicable.

6. Contractor agrees to ensure that members of the AmeriCorps program are exited from the program within 30 days of the end of their term of service.

7. Contractor agrees to develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members.

8. Contractor agrees to require that each member sign a service agreement that, at minimum, includes the following:
   a. Member position description;
   b. Minimum number of service hours necessary to complete the term of service and to be eligible for the education award;
   c. Amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
   d. Standards of conduct, as developed by sub grantee;
   e. List of prohibited activities;
   f. Requirements under the Drug-Free Workplace Act;
   g. Civil rights requirements, complaint procedures and rights of beneficiaries;
   h. Suspension and termination rules;
   i. Specific circumstances under which a member may be released for cause;
   j. Grievance procedures; and
   k. Other requirements established by the Agency.

9. Contractor agrees to ensure that while charging time to AmeriCorps Program, accumulating service or training hours, or otherwise performing activities associated with the AmeriCorps program or the Corporation, staff and members do not engage in the following activities:
   a. Attempting to influence legislation;
   b. Organizing or engaging in protests, petitions, boycotts, or strikes;
   c. Assisting, promoting or deterring union organizing;
      Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
   d. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
   e. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization;
   f. Providing a direct benefit to a for-profit entity; labor union; partisan political organization; an organization engaged in the religious activities previously described; or a nonprofit entity that fails to comply with the restrictions contained in section 501-(c)-(3) of U.S. Code Title 26;
   g. Voter registration drives by AmeriCorps members is an unacceptable service activity. In addition,
Corporation funds may not be used to conduct a voter registration drive; or
i. Other activities as the Corporation determines will be prohibited, upon notice to the Contractor.

10. Contractor agrees to retain fiscal records, program files, member files and supporting documentation for a period of at least three years from the date of termination of this Agreement.

11. Contractor agrees to obtain CNCS approval for purchases with grant money of equipment over $5,000.

12. Contractor must institute safeguards as necessary and appropriate to ensure the safety of members.

13. Contractor agrees to be responsible for assuring that the following acknowledgement and disclaimer appears in any external report or publication of material based upon work supported by this grant:
   “This material is based upon work supported by the Corporation for National and Community Service (CNCS) under AmeriCorps Grant No._____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or the AmeriCorps program.”

14. Contractor shall conduct Corporation for National Community Service (CNCS)-required National Service Criminal History Checks (NSCHC) for all staff and members. All staff and members funded in whole or in part through this agreement must have either a two-part or three-part NSCHC conducted dependent on whether staff/members have recurring access to vulnerable populations (defined by CNCS as Children age 17 and under, Individual aged 60 and over, and Individuals with Disabilities).
   1. Two-part check: Any staff and/or members that does not have recurring access to “vulnerable populations,” must complete a NSCHC conducted using 1) the National Sex Offender Public Website (NSOPW) and 2) either an in-state background check or a fingerprint-based FBI check.
   2. Three-part check: Any staff and/or Members that have recurring access to vulnerable populations must complete a NSCHC conducted using the NSOPW and both an in-state background check and a fingerprint-based FBI check.

In-state and fingerprint-based FBI criminal checks must be conducted through the CNCS authorized state repository. The authorized New Mexico state repository is the New Mexico Department of Public Safety (NMDPS). If the Contractor intends to utilize an organization other than the NMDPS they must submit a CNCS Alternative Search Procedure form to the Agency requesting use of a different entity other than the authorized state repository. Guidance regarding required NSCHCs may be found at www.nationalserviceresources.org/national-service-criminal-history-check-resources.

NSCHC results that prohibit individuals from serving as members:
1. Anyone listed, or required to be listed, on a sex offender registry is ineligible to serve.
2. Anyone convicted of murder as defined and described in 18 U.S.C. § 1111 is ineligible to serve.
3. Anyone who refuses to undergo the NSCHC may not serve.
4. Anyone who makes a false statement in connection with a program’s inquiry concerning the individual’s criminal history is ineligible to serve.
5. If the NSCHC returns results that implicate criteria other than those above, the Contractor has the discretion, subject to any federal civil rights law and state law requirements, to decide whether or not the results of a criminal history background check disqualify an individual from service.

Contractor should consider the factors set forth in the EEOC’s guidance under Title VII (www.eeoc.gov/laws/guidance/arrest_conviction.cfm), including the nature and gravity of the offense, the time that has passed since the conviction or completion of the sentence, and the nature of the position. Contractor must have written policies on their disqualification criteria and be consistent in how those criteria are applied to all individuals.
In addition, Contractor should be aware of federal reentry policy, which seeks to minimize unjustified collateral consequences on formerly incarcerated persons. Participation in national service programs funded by CNCS could aid the successful reentry of formerly incarcerated persons into society. Therefore, barriers to participation in national service programs for those formerly incarcerated persons who are not statutorily ineligible to serve should be minimized as much as possible without putting program beneficiaries at genuine risk.

29. **Additional requirements.**

1. Contractor will provide the necessary personnel, materials, and facilities to implement program.
2. Contractor agrees to recruit, screen and place appropriate individuals to serve as AmeriCorps members, who will carry out the purpose of this Contract.
3. Contractor will provide members with adequate supervision by qualified supervisors consistent with the approved application. Contractor must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS.
4. Contractor will assume responsibility for training AmeriCorps members on prohibited activities. The training events will be subject to audit by the Agency and the Corporation for National and Community Service.
5. Contractor will have a member grievance procedure in place in accordance with Title 45 Code of Federal Regulations Sec. 2540.230.
6. Contractor will assure participation of the Contractor staff and AmeriCorps members at required training and outreach events.
7. Contractor will provide the AmeriCorps program activities proposed in the Contractor grant application that was approved in June 2013. This program was subsequently approved and is funded by the Federal Corporation for National and Community Service.
8. Contractor will need prior written approval by the Agency for all Budget deviations.
9. Contractor will maintain fiscal records for full accountability following generally accepted accounting principles and account for all receipts and disbursements of funds transferred or expended.
10. Contractor will provide all fiscal and programmatic reports requested by the Agency and/or the Corporation for National and Community Service by the requested due dates. Fiscal reports and invoices must reflect the same match percentage as the approved budget attached hereto as Attachment 2. Invoices are due on the 15th of the month following that in which the Contractor provided the services.
11. Contractor will assure that any agreements with a partnering organization or alternative site be pre-approved in writing by the Agency and comply with all AmeriCorps requirements, provisions, regulation, statutes guidelines, amendments as stated in paragraph 1 herein.
12. The Contractor shall conform to all applicable State of New Mexico regulations and shall assume liability for any audit finding resulting in a fiscal sanction or reimbursement to the Corporation for National and Community Service.
13. Contractor will provide a Final Progress Report to the Agency no later than 20 days after the termination of the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the State
Purchasing Agent below.

By: ____________________________ Date: ____________
Agency

By: ____________________________ Date: ____________
Agency’s Legal Counsel – Certifying legal sufficiency

By: ____________________________ Date: ____________
Agency’s Chief Financial Officer

By: ____________________________ Date: ____________
Contractor

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

ID Number: 00-000000-00-0

By: ____________________________ Date: ____________
Taxation and Revenue Department

This Agreement has been approved by State Purchasing Agent:

By: ____________________________ Date: ____________
State Purchasing Agent
SAMPLE CONTRACT ATTACHEMENT-1

SCOPE OF WORK

A. Statement of Work

Objective:

Program Activities:

Community Service Area:

Performance Measures:

1. Contractor will meet the following minimum performance measures

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Method of Measurement</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>AmeriCorps Members Enrolled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of Member Service Years (MSY) completed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Service Measures</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*One Member Service Year (MSY) is equivalent to a full time equivalent position.

2. Performance Measure outcomes will be reported on the monthly program report, due on the 20th of each month for the previous month.

Data Tracking:

1. Contractor will track the following data measures

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Method of Measurement</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>AmeriCorps Members</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of members recruited.</td>
<td>Total number of individuals recruited, screened and placed into appropriate service opportunities.</td>
<td></td>
</tr>
</tbody>
</table>

2. Performance Measure outcomes will be reported on the monthly program report, due on the 20th of each month for the previous month.
# BUDGET

## Section I: Program Operating Costs

<table>
<thead>
<tr>
<th>Budgeted Amount</th>
<th>Match Amount (Not reimbursable)</th>
<th>Budget Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expenses</td>
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<td></td>
</tr>
<tr>
<td>Benefits (includes FICA, WC, Leave, etc)</td>
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<td></td>
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<tr>
<td>Staff Travel</td>
<td></td>
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<tr>
<td>Member Travel</td>
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<tr>
<td>Travel to CNCS</td>
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<tr>
<td>Sponsored meetings</td>
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<tr>
<td>Equipment</td>
<td></td>
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<tr>
<td>Supplies</td>
<td></td>
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<tr>
<td>Contracts and Consultants</td>
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<tr>
<td>Training - Staff</td>
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<tr>
<td>Training - Member</td>
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<tr>
<td>Evaluation</td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
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</tr>
</tbody>
</table>

**Subtotal Section I**

## Section II: Member Support Costs

<table>
<thead>
<tr>
<th>Budgeted Amount</th>
<th>Match Amount (Not reimbursable)</th>
<th>Budget Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Allowance</td>
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<tr>
<td>State Unemployment</td>
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<tr>
<td>FICA</td>
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<tr>
<td>Worker’s Compensation</td>
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<tr>
<td>Health Care</td>
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</table>

**Subtotal Section II**

## Section III: Admin/Indirect Costs

<table>
<thead>
<tr>
<th>Budgeted Amount</th>
<th>Match Amount (Not reimbursable)</th>
<th>Budget Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Costs</td>
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<td></td>
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</tbody>
</table>

**Subtotal Section III**

**Total Budget Costs**
APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO )
COUNTY OF SANTA FE  ) ss.

I, ________________________________ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _________________________ (name of Department/Agency), having separated/retired from state employment as of ______________________ (date).

2. I am a current employee of the _________________________ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Professional Services Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Professional Services Agreement has NOT been awarded via the sole source or small purchase procurement methods.

3. The Department/Agency and I have entered into a professional services agreement in the amount of $______.

4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Professional Services Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

5. To the best of my knowledge, this Professional Services Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

_______________________________
NAME

Subscribed and sworn to before me by _________________________________(name of former employee) this _____day of ________, 2017.

_______________________________
NOTARY PUBLIC

My Commission Expires:

_____________________________
APPENDIX F

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://insurenewmexico.state.nm.us/.

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

Signature of Offeror: _________________________     Date________
APPENDIX G

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 H

IN-KIND CONTRIBUTION AND DONATION FORM

The purpose of this form is to provide the opportunity to document support in the form of actual and projected in-kind contributions and donations. These include, but are not limited to goods and services, such as rent, equipment, supplies and volunteer time.

*Note-if funds are from other Federal sources please provide statement that the donor has legally authorized the use of funds as match.

CONTRIBUTION: (Describe) 

ESTIMATED VALUE: 

Signature Title Date
APPENDIX I

SAMPLE LOGIC MODEL WORKSHEET

Instructions: A logic model is a well-specified conceptual framework that identifies the key components of the proposed process, product, strategy, or practice (i.e. the active “ingredients” that are hypothesized to be critical to achieving the relevant outcomes) and describes the relationship among the key components and outcomes, theoretically and operationally.

<table>
<thead>
<tr>
<th>LOGIC MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Resources</strong></td>
</tr>
<tr>
<td>Inputs</td>
</tr>
<tr>
<td>What we Invest (# and type of AmeriCorps members)</td>
</tr>
</tbody>
</table>
APPENDIX J

RESOURCE LIBRARY

Applicants are encouraged to review the material contained in the Resource Library below:

2017 Notice of Funding Opportunity (NOFO):

2017 Application Instructions:
http://www.nationalservice.gov/documents/main-menu/2016/2017-application-instructions

2017 Performance Measure Instructions:

Technical Assistance Information:

Procurement Regulations
http://www.generalservices.state.nm.us/statepurchasing/

New Mexico State Purchasing Division includes links to New Mexico Pay Equity Initiative information and current forms at:
http://www.generalservices.state.nm.us/spd/pay_e.html