Request for Proposal (RFP)

Program year 2016-2017
AmeriCorps State of New Mexico
Competitive Grant
Cost Reimbursement, Education Award, & Fixed-Cost Grants
RFP#
16-631-7003-00032
AMENDMENT No. 001
Request for Proposal # 16-631-7003-00032 is amended as described herein:

1. APPENDIX C; SAMPLE CONTRACT; Section 2 Compensation:

CHANGE FROM:

2. Compensation.
   A. The Agency shall pay to the Contractor for services satisfactorily performed 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 $< >. 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 when the total compensation amount is reached. 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.

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

CHANGE TO:

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 ($____) in FY16 as outlined
in the budget which is made part of this Agreement as Attachment 2-Budget. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($______) in FY16. FY16 is defined as September 1, 2016 to December 31, 2017. 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 ($____) in FY17 as outlined in the budget which is made part of this Agreement as Attachment 2-Budget. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($______) 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.

B. Payment in FY16, FY17, and FY18 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.