New Mexico Department of Workforce Solutions
And
The New Mexico Commission for Community Volunteerism

REQUEST FOR PROPOSALS (RFP)

Program year 2015-2016
AmeriCorps State of New Mexico

RFP#
15-631-8001-00049

Date Issued: November 14, 2014
Due Date: January 5, 2015
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish multiple contracts through competitive negotiations for the procurement of agreements with AmeriCorps programs throughout the state of New Mexico.

In order to carry out Congress’ intent and to maximize the impact of the investment in national service, the Corporation for National and Community Service (CNCS) and the New Mexico Commission for Community Volunteerism (NMCCV) is seeking to fund programs that can demonstrate community impact and solve community problems through an evidence-based approach (e.g. performance data, research, theory of change).

Proposals submitted for AmeriCorps program funding are subject to review by New Mexico Commission for Community Volunteerism (NMCCV) and, if funded, programs are subject to NMCCV oversight.

In accordance with the Obama Administration’s emphasis on open government, CNCS has moved toward greater openness and transparency in grant-making. The following information pertaining to this competition for new and re-compete applications will be published on the CNCS website at http://nationalservice.gov/about/open/grants.asp, within a period not to exceed 90 business days after all grants are awarded:

- Blank external review template.
- List of all compliant applications submitted.
- Executive summaries of all compliant applications prepared by the applicants as part of the application.
- Copies of the SF424 and Program Narrative submitted by applicants for successful applicants.
- Summary of external reviewer’s comments for successful applications.

B. BACKGROUND INFORMATION

Corporation for National and Community Service
The mission of the Corporation for National and Community Service (CNCS) is to improve lives, strengthen communities, and foster civic participation through service and volunteering. CNCS -- through AmeriCorps, Senior Corps, the Social Innovation Fund, and the Volunteer Generation Fund -- has helped to engage millions of citizens in meeting community and national challenges through service and volunteer action.

Through all its programs, CNCS seeks to expand economic opportunity – helping Americans acquire the skills, education, and training they need for productive employment. By helping more Americans graduate, pursue higher education, and find work, national service can provide immediate and long term benefits by expanding individual opportunity, building family stability, and creating more sustainable, resilient communities.

New Mexico Commission for Community Volunteerism
The New Mexico Commission for Community Volunteerism (NMCCV) is the Governor-designated
National Service Commission in New Mexico and administers the AmeriCorps State grant program. The mission of NMCCV is to engage citizens of New Mexico of all ages and backgrounds in community-based service; such service will address New Mexico’s human, educational, environmental, public safety, health, housing and other needs to achieve direct and beneficial results.

NMCCV supports a diversity of programs, including those that provide geographic breadth across our state. NMCCV will leverage federal resources with the unique assets and culture of our state to address community issues by adding value to national service dollars.

C. SCOPE OF PROCUREMENT

Purpose of AmeriCorps Funding
AmeriCorps grants are awarded to eligible organizations 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. 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 towards qualified student loans.

CNCS may award a Cost Reimbursement or an Education Award Program grant to any successful applicant, but the availability of a Fixed Amount grant is limited to certain applicants.

NMCCV’s review and selection process will be used to determine applications that will be considered for competitive funding. Some finalists will be nominated for the national competition. These finalist applications will be sent to CNCS to be reviewed and scored in the national competition. CNCS will make final funding decisions for programs that will be funded with competitive funds. If selected for competitive funds, these applicants are considered grantees of NMCCV. Applications submitted to the national competition are not guaranteed funding at the competitive level;

NMCCV and CNCS anticipate that the 2015-2016 AmeriCorps grant competition will be highly competitive.

This Notice should be read together with the AmeriCorps Regulations, 45 CFR §§ 2520-2550, the Notice Glossary, Application Instructions, and the Performance Measure Instructions which are incorporated by reference. The documents can be found at http://www.dws.state.nm.us/nmccv. The full regulations are available online at http://www.ecfr.gov/.

CNCS Focus Areas
In order to carry out Congress’ intent and to maximize the impact of investment in national service, CNCS has the following focus areas:

Disaster Services
Grant activities will provide support to increase the preparedness of individuals for disasters, improve individuals’ readiness to respond, help individuals recover from disasters, and/or help individuals mitigate disasters. Grantees also have the ability to respond to national disasters under CNCS 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 preventative health care for communities served by CNCS-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 and 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 CNCS-supported programs; and/or increase the number of veterans and military family members engaged in service through CNCS-supported programs.

**CNCS 2015 AmeriCorps Funding Priorities**
CNCS seeks to prioritize the investment of national service resources in:
- Disaster Services – improving community resiliency through disaster preparation, response, recovery and mitigation
- Economic Opportunity – increasing economic opportunities for communities, specifically opportunity youth (see Notice Glossary), both as the population served and as AmeriCorps members.
- Education – improving student academic performance including STEM
- Environment – 21st Century Service Corps (see Notice Glossary)
- Veterans and Military Families – positively impacting the quality of life of veterans and improving military family strength
- Governor and Mayor Initiative (see Notice Glossary)
- Programming that supports My Brother’s Keeper (see Notice Glossary)
- Multi-focused intermediaries that demonstrate measureable impact and primarily serve communities with limited resources and organizational infrastructure, i.e. rural and other underserved communities (see Notice Glossary)
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.

National Performance Measures
The Serve America Act (SAA) emphasizes measuring the impact of service and focusing on a core set of issue areas. CNCS’ five year Strategic Plan establishes an ambitious set of objectives that guided the development of 16 agency-wide Priority Performance Measures. CNCS expects organizations to use National Performance Measures as part of a comprehensive performance measurement strategy that relies on both performance and evaluation data to learn from its work as well as make tactical and strategic adjustments to achieve its goals. For more information, please refer to the National Performance Measure Instructions, [http://www.dws.state.nm.us/nmccv](http://www.dws.state.nm.us/nmccv)

D. AWARD INFORMATION

NMCCV and CNCS expect a highly competitive AmeriCorps FY2015 grant competition. The actual level of funding will be subject to the availability of annual appropriations, which have not been made. 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 number of AmeriCorps Member positions.

Award Period
Unless otherwise specified, the grant generally covers a one-year project period. In approving a multi-year project period, NMCCV generally makes 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. 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 funds. NMCCV and CNCS reserve the right to adjust the amount of a grant or elect not to continue funding for subsequent years.

Project Period
The initial contract shall begin on the date of award, as indicated in Section II.A “Sequence of Events”, or as soon as possible thereafter, for a term of one year (1) year. The contract may be amended by mutual agreement of the parties upon written notice by either party to the other. The Agency, and the DFA must approve all renewals/amendments and adjustments. This procurement will result in a multiple source award.

The contract period is approximately September 1, 2015 through August 31, 2016. Continuation of the contract(s) is contingent upon satisfactory contract compliance by the Contractor, as determined by NMDWS, NMCCV and receipt by NMDWS of anticipated funds from any source, including the federal government and New Mexico State Legislature.

E. ELIGIBILITY INFORMATION

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 Indian
Tribes. Receiving funding previously from CNCS within past five years is a prerequisite to applying under this Notice.

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.

State Offerors
Organizations that are proposing a project that operates in New Mexico must apply via this Request for Proposal to NMCCV to be considered by CNCS. NMCCV will then put forward the projects it selected to CNCS to compete for funding.

Multi-State Offerors
Organizations that propose to operate AmeriCorps programs in more than one state need to apply directly to CNCS.

Continuation Offerors
Current NMCCV programs must, by law, submit applications via two (2) different processes. Existing competitive programs that are finishing their third year of a grant award cycle must submit a new application. These programs are considered to be “re-competing.” Programs in their first or second year of the competitively funded grant award cycle shall submit a continuation application. Please note that programs in their first or second year of a formula-funded program must submit their application as a new applicant.

Existing programs must assure that all grant related activities, including enrollment of members and entry of service hours, is current at the time of submission. In addition, existing programs are advised that previous site visit reports, program progress reports, financial reports, as well as member recruitment and retention rates be reviewed as part of the selection process. Systems for improving known deficiencies in any of these areas should be addressed in the program narrative.

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. CNCS sets aside one percent of grant funds to support programs operated by Indian Tribes and selected by CNCS on a competitive basis. 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.

To implement or operate an AmeriCorps program in New Mexico, an applicant must be one (1) of the following:
1. A non-profit organization;
2. An institution of higher education;
3. A State agency;
4. A community or faith-based organization;
5. A subdivision of the State including: cities, counties, municipalities; or
6. A partnership or consortia comprised of any of the above entities.

NMCCV has adopted the NMDWS Administrative Standards and other established guidelines to be used by all organizations funded by NMCCV. These established guidelines are intended to require the entity of the Contractor to meet certain minimum requirements of accountability and fair representation of the community to be served, as follows:
1. Board members shall be residents of the area served by the organization and shall be a representative of the social, economic, linguistic, ethnic and racial target population.
2. Employees and Contractors of NMDWS are prohibited from serving as board members of the Contractor’s organization.
3. NMDWS-funded non-profit corporations shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes but is not limited to, mother, father, brother, sister, spouse, grandparents, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother or sister-in-law.

Other not-for-profit agencies, units of government, and other public/private entities shall establish and maintain an “advisory board”, using the same criteria as for non-profit boards of directors. This advisory board shall meet at least quarterly and shall include consumer and other agency representatives of the community served and mutually agreed upon by NMDWS and the Contractor. Minutes and records of the advisory board shall be available for inspection on-site by contacting NMDWS AmeriCorps Program.

**F. GRANT INFORMATION AND REQUIREMENTS**

Grant awards are made through a two (2) part selection process. The first is known as a Competitive National Award. NMCCV submits proposals to CNCS for review in competition with proposals from all states. The second is known as a Formula Award, in which the funds are awarded by NMCCV. A formula amount of funds is given to New Mexico based on the federal allocation for AmeriCorps and the state’s population.

The RFP is designed to solicit applications for Competitive Awards only. Requests for Formula Funding Awards will be made later in the fiscal year.

**Cost Sharing or Matching Requirements**

**Fixed Amount Grants and Education Award Program Grants**

There is no specific match requirement for fixed amount grants but CNCS does not provide all the funds necessary to operate the program. Organizations must raise the additional revenue required to operate the program.

**Cost Reimbursement Grants**

A first-time successful applicant is required to match at 24 percent for the first three-year funding period. 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 http://beta.congress.gov/113/plaws/pub176/PLAW-113pub176.htm.

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 CNCS on the Federal Financial Report. Grantees must track and be prepared to report on that match separately each year and at closeout.

The living allowance or salary provided to AmeriCorps members in Professional Corps programs (see Notice Glossary) does not count toward the matching requirement.

**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. Offerors that plan to request an alternative match schedule must submit a request at least 60 days prior to the application deadline.

**Funding Restrictions**

1. **Types of Grants**
   AmeriCorps grants can be awarded on a cost reimbursement or fixed amount basis. CNCS will not provide both types of grants for the same project in one fiscal year (see Glossary).

   **General Summary**

<table>
<thead>
<tr>
<th>Grant Types</th>
<th>Cost Reimbursement</th>
<th>Fixed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Subtypes</td>
<td>Traditional</td>
<td>Full-Time/Less than FT serving in a full time capacity</td>
</tr>
<tr>
<td></td>
<td>Professional Corps</td>
<td>EAP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Professional Corps</td>
</tr>
<tr>
<td>Maximum Cost per MSY</td>
<td>$13,730</td>
<td>$13,430</td>
</tr>
<tr>
<td></td>
<td>Up to $1,000*</td>
<td>$800</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $1,000*</td>
</tr>
<tr>
<td>Type of Slots in the National Service Trust</td>
<td>All</td>
<td>Full-Time or Less than Full-Time serving in a full time capacity Only</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All</td>
</tr>
<tr>
<td>Budget Submission</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Required</td>
<td></td>
<td>Yes, if requesting operating funds</td>
</tr>
<tr>
<td>Availability of Funds linked to enrollment and retention of awarded MSY</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Special Requirements</td>
<td>N/A</td>
<td>Must place qualified professionals in communities with an inadequate number of such professionals. Member salaries must be paid</td>
</tr>
<tr>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Must place qualified professionals in communities with an inadequate</td>
</tr>
</tbody>
</table>
entirely by organization where member serves and not included in the budget. No CNCS funds may be used to pay member living allowance or salary.

<table>
<thead>
<tr>
<th>Match Requirements</th>
<th>Yes</th>
<th>Yes; Living allowance or salary paid to members may not be counted toward the match requirement.</th>
<th>No, but organizations must raise the additional revenue required to operate the program.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Tracking Requirements</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Available to New Applicants</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

*CNCS’ 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 CNCS resources.

**B. Member Living Allowance**

The proposed budget must include a living allowance for full-time members that is between $12,530 (minimum) and $25,060 (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 Table 1 below. For Cost Reimbursement grants, the amount must be included in the proposed budget as either CNCS or grantee 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.

<table>
<thead>
<tr>
<th>Service Term</th>
<th>Minimum # of Hours</th>
<th>Minimum Living Allowance</th>
<th>Maximum Total Living Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>1700</td>
<td>$12,530</td>
<td>$25,060</td>
</tr>
</tbody>
</table>
1. Exceptions to the Living Allowance Requirements (for programs existing prior to September 21, 1993)
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 $12,530, but not the maximum requirement of $25,060.

2. EAP Grantees are not required to provide a living allowance, but if a living allowance is provided, it must comply with the 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 Continuation EAPs may exceed the maximum living allowance consistent with their existing grant terms.

C. Maximum Cost per Member Service Year (MSY)
Maximum Costs per MSY are set forth in Table 2 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.

Recompeting State Commission sub-grantees/applicants will be held to the maximum cost per MSY for their grant type.

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Competitive State/Territory Program (cost reimbursement)</td>
<td>$13,730</td>
</tr>
<tr>
<td>Multi-state (cost reimbursement)</td>
<td>$13,730</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>
<tr>
<td>State/Territory Commission Formula Prime</td>
<td>$18,000</td>
</tr>
<tr>
<td>Individual State/Territory Formula Program</td>
<td>$20,000</td>
</tr>
<tr>
<td>State/Territory Commission Average (of all its subgrants)</td>
<td>$13,730</td>
</tr>
</tbody>
</table>

*CNCS’ 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 CNCS resources.

Programs operating in rural communities (as defined in the Glossary) and programs that recruit opportunity youth as AmeriCorps members may request up to $13,930 cost per MSY for the AmeriCorps members that will be serving in rural areas or who are opportunity youth. The applicant 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 2015**

AmeriCorps members serving in programs funded with FY 2015 dollars who successfully complete a term of service will receive an Education Award from the National Service Trust of $5,730 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. A member has up to seven years after his or her term of service to use the Education Award.

Programs operating in rural communities (as defined in the Glossary) and programs that recruit opportunity youth as AmeriCorps members may request up to $13,930 cost per MSY for the AmeriCorps members that will be serving in rural areas or who are opportunity youth. The applicant must include a compelling case as to why the applicant’s cost per MSY must be higher.

**E. Amount of the Segal AmeriCorps Education Award for FY 2015**

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<table>
<thead>
<tr>
<th>Service Term</th>
<th>Minimum # of Hours</th>
<th>Education Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>1700</td>
<td>$5,730</td>
</tr>
<tr>
<td>One-year Half-time</td>
<td>900</td>
<td>$2,865</td>
</tr>
<tr>
<td>Reduced Half-time</td>
<td>675</td>
<td>$2,182.78</td>
</tr>
<tr>
<td>Quarter-time</td>
<td>450</td>
<td>$1,515.55</td>
</tr>
<tr>
<td>Minimum-time</td>
<td>300</td>
<td>$1,212.44</td>
</tr>
</tbody>
</table>

**G. FEDERAL AWARD ADMINISTRATION INFORMATION**

1. **Federal Award Notices**

   Applicants will be notified via email as to funding decisions. This notification is not an authorization to begin grant activities. The Notice of Grant Award signed by the grant officer is the authorizing document for grant activities.

2. **Administrative and National 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 and grant provisions.
Uniform Administrative Requirements, Cost Principles, and Audit 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 the part. This final guidance, published on Dec. 26, 2013, supersedes and streamlines 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.

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

3. 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:
A. The data measures what it intends to measure;
B. The grantee collects data in a consistent manner;
C. The grantee takes steps to correct data errors;
D. The grantee ensures that the data reported is complete; and
E. 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).

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

H. ADDITIONAL INFORMATION

In addition to consulting the Application Instructions, Supplementary Materials, and AmeriCorps
regulations as directed in this Notice, applicants are encouraged also to consult the CNCS website 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).

I. **PROCUREMENT MANAGER**

For questions regarding an AmeriCorps New Mexico only application, NMCCV and NMDWS have assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

**New Mexico Commission for Community Volunteerism**
- **Name:** Curtis Cannon
- **Address:**  401 Broadway NE  
  Albuquerque, New Mexico 87102
- **Telephone:** (505) 841-8474
- **Fax:** (505) 841-8491
- **Email:** curtis.cannon@state.nm.us

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

- **Name:** Curtis Cannon
- **Reference RFP Name:** AmeriCorps 2015-2016 / RFP# 15-631-8001-00049
- **Address:**  
  Purchasing Bureau  
  401 Broadway NE  
  Albuquerque, New Mexico 87102

Communication related to this application shall be directed to the contact person named above. All emails and phone calls will be returned within a reasonable amount of time. Applicants are encouraged to submit their questions well in advance of the deadline as NMCCV is not obligated to respond to questions that are received 48 hours prior to the January 5th due date.

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered.

For questions regarding multi-state or Indian Tribe applications to be submitted directly to CNCS, contact:

**Corporation for National and Community Service**
- **Telephone:** (202) 606-7508
- **TTY:** (202) 606-3472
- **Email:** americorpsgrants@cns.gov

J. **DEFINITION OF TERMINOLOGY**
This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means the New Mexico Department of Workforce Solutions.

“Agreement Administrator” shall be the New Mexico Department of Workforce Solutions.

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

“Business Community” means Business area of the Agency.

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

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

“Competitive Grant” means a grant awarded to a new or a re-competing program.

“Continuation Grant” means program in their first or second year of the competitively funded three-year grant award cycle.

“Contract Manager” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

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

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

“Criminal History Check” means a check of Federal, state, and local law enforcement records to determine a person’s history to help alleviate the risk in trusting somebody to complete the objectives of a national service program. All employees, participants, and others who receive a salary, national service education award, a living allowance, or stipend under CNCS grants, even if the activities do not involve service with vulnerable populations, must receive a criminal history check prior to beginning service or employment.

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

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

“DFA” means the New Mexico Department of Finance and Administration

“DFA/CRB” means the Contracts Review Board of the Department of Finance and
Administration for the State of New Mexico.

“Employer” means any for-profit of not-for-profit business, regardless of location, that employs one of more persons that qualify as a “New Mexico Employee”. (See Below) Such definition does not include governmental entities.

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors’ proposals.

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

“Existing AmeriCorps Programs” means a program currently receiving funding from NMCCV to operate a program in New Mexico.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

“IT” means Information Technology.

“Job Classification” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Job Title” means a specific designation of a position within an organization, normally associated with a job description that details the tasks and responsibilities that go with it.

“LPB” means local public body.

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

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

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

“New Mexico Employee” means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.
“New Offeror” or “New AmeriCorps Member” means an applicant program that is not currently funded by CNCS or NMCCV.

“NMCCV” means New Mexico Commission for Community Volunteerism.

“Offer” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as Insure New Mexico!

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

“Opportunity Youth” defined as economically disadvantaged individuals age 16-24 who are disconnected from school or work for at least six months prior to service.”

“Pay Band” means the range of pay rates, from minimum to maximum.

“PE10-249 form” means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees. "Procurement Officer means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“PE250 form” means the reporting form to be used by contractors that have 250 or more New Mexico employees.

“Procurement Distribution List” means the list of Offerors whom, by returning the most currently required “Acknowledgement of Receipt” form (concerning the latest communication regarding procurement); wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the Procurement Manager.

"Procurement Manager" means the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals

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

“Program Manager” means the person identified as the NMDWS Manager who oversees the AmeriCorps Program and contractors throughout the year that are funded through the New Mexico Department of Workforce Solutions.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Re-compete” means existing competitive programs that are finishing their third year of a grant award cycle and must submit a new, re-competing application for grant consideration.

"Request for Proposals” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

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

“A Rural School” is a school that is assigned a locale code of 41 (located in a census-defined rural territory less than 5 miles from an urban cluster), a locale code of 42 (located in a census-defined rural territory more than 5 miles but less than or equal to 25 miles from an urban cluster), or a locale code of 43 (located in a census-defined rural territory that is more than 25 miles from an urban cluster) by the National Center for Education Statistics (NCES). Note: To identify the locale code of any school, access the NCES public school database here: http://nces.ed.gov/ccd/schoolsearch/

“Solicited and Awarded” means an Invitation to Bid or RFP was made available to the general public, through any means.

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

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

“State Agency means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

"State Purchasing Agent” means the director of the purchasing division of the general services department.

“Sub Grantee” means a program receiving formula funds from NMCCV/NMDWS.

K. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulation: 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

U.S. Department of Health and Human Services link to Health Insurance Portability and Accountability Act of 1996:
The National Service Criminal History Check on our Knowledge Network:
http://www.nationalserviceresources.org/national-service-criminal-history-check-resources

The Glossary of CNCS Financial and Grants Management Terms & Definitions

New Mexico Taxation and Revenue Department includes links to the In-State/Veterans Preference Certification: http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

I. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>NMDWS</td>
<td>November 14, 2014</td>
</tr>
<tr>
<td>Acknowledgement of Receipt of Request for Proposals Form Due</td>
<td>Potential Offerors</td>
<td>December 3, 2014</td>
</tr>
<tr>
<td>2. Distribution List</td>
<td>NMDWS</td>
<td>December 4, 2014</td>
</tr>
<tr>
<td>3. Pre-Proposal Conference</td>
<td>NMDWS</td>
<td>December 3, 2014</td>
</tr>
<tr>
<td>4. Deadline to submit Questions</td>
<td>Potential Offerors</td>
<td>December 9, 2014</td>
</tr>
<tr>
<td>5. Response to Written Questions</td>
<td>Procurement Manager</td>
<td>December 12, 2014</td>
</tr>
<tr>
<td>6. eGrant Application Submitted</td>
<td>Potential Offerors</td>
<td>January 5, 2015</td>
</tr>
<tr>
<td>7. Submission of Proposal</td>
<td>Potential Offerors</td>
<td>January 5, 2015</td>
</tr>
<tr>
<td>10. Intent to Award Funding</td>
<td>Finalist Offerors</td>
<td>May 22, 2015 for Competitive National Awards /</td>
</tr>
<tr>
<td>11. Contract Negotiations</td>
<td>Finalist Offerors</td>
<td>May 22, 2015 for Competitive National Award /</td>
</tr>
<tr>
<td>12. Finalize Contracts</td>
<td>DFA/NMDWS/Finalist</td>
<td>August 2015 for Competitive</td>
</tr>
</tbody>
</table>
B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

1. **Issuance of RFP**
   This RFP is being issued on behalf of the State of New Mexico Department of Workforce Solutions on November 14, 2014.

2. **Distribution List Response Due**
   An "Acknowledgement of Receipt of Request for Proposals Form" is **required to be eligible** for this procurement and is due by Close of Business MST on December 3, 2014. Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by Close of Business MST on December 3, 2014.

   **Failure to return the Acknowledgement of Receipt form by the due date shall render Potential Offerors ineligible for this procurement.**

   The "Acknowledgement of Receipt of Request for Proposals Form" will also be utilized to develop a procurement distribution list for the distribution of written responses to questions.

3. **Pre-Proposal Conference**
   A pre-proposal conference will be held as indicated in the sequence of events beginning at 1 P.M. Mountain Standard Time in the Tiwa Building at 401 Broadway NE; Albuquerque, NM 87102. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). 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 Offeror(s) that attended the pre-proposal conference.

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

4. **Deadline to Submit Written Questions**
   Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until close of business Mountain Standard Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.
5. **Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization’s name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms before the deadline. Additional copies will be posted to: [http://www.dws.state.nm.us/](http://www.dws.state.nm.us/)

6. **eGrants Application Process**

To obtain or submit your AmeriCorps application, please visit [www.nationalservice.gov/build-your-capacity/grants/egrants](http://www.nationalservice.gov/build-your-capacity/grants/egrants) to access eGrants. Application instructions are available at [www.nationalservice.gov/sites/default/files/upload/Draft_AmeriCorps_Application_Instructions.pdf](http://www.nationalservice.gov/sites/default/files/upload/Draft_AmeriCorps_Application_Instructions.pdf). Application instructions can also be obtained by contacting the Corporation at (202) 606-5000, or (202) 606-7509 if you are interested in the State grant program, and (202) 606-7508 if you are interested in National grants. Applications are to be submitted using eGrants, the Corporation’s integrated, secure, web-based system for applications.

First prepare and save your application as a word processing document prior to inputting it into eGrants, then copy and paste the document into eGrants.

Create your eGrants account and begin your application at least three (3) weeks prior to the final submission deadline and begin pasting your application into eGrants no later than 72 hours before the deadline. This will allow you time to address technical issues prior to the deadline.

If you encounter difficulties using eGrants, contact the National Service Hotline at 800-942-2677 or [https://questions.nationalservice.gov/app/ask](https://questions.nationalservice.gov/app/ask) if a problem arises while creating an account or while preparing or submitting an application in eGrants.

National Service Hotline hours are Monday through Thursday 9:00 a.m. to 7:00 p.m. ET. The two Fridays and weekends prior to the application deadline (January 9-11 and 16-19) the Hotline will be open from 10:00 a.m. – 7:00 p.m. ET to assist applicants. If you contact the Hotline, be prepared to provide the application ID, organization name, and the *Notice* to which your organization is applying.

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.

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’s name and Application ID number at the top of the page and are due by the application deadline at [AdditionalDocuments@cns.gov](mailto:AdditionalDocuments@cns.gov). Emails should include in the Subject line, the applicant organization’s name and Application ID number.

7. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME ON JANUARY 5, 2015. Proposals received after this
deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section G “PROCUREMENT MANAGER”. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the AmeriCorps 2015-2016 / RFP# 15-631-8001-00049 Proposals submitted by facsimile, or other electronic means, will not be accepted.

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

8. Proposal Evaluation
An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may ask written questions of Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such written questions. Written questions SHALL NOT be initiated by the Offerors.

COMMISSION REVIEW
The Commission (NMCCV) will review the ratings and funding recommendations of the Evaluation Committee. The Commission will recommend proposals to the Corporation for funding.

SUBMISSION TO CORPORATION
The CNCS will make the final funding decision on all Competitive proposals that are submitted by the Commission (NMCCV).

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

10. Intent to Award Funding
Notification of intended award will be issued in writing to the successful applicant(s) by the date listed on the Sequence of Events. Notification will also be issued to those applicants not selected for funding.

11. Contract Negotiations
Contract negotiations will begin with successful Applicant(s) approximately by the date listed on the Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, NMDWS reserves the right to extend the time frames and undertake contract negotiations with the next most advantageous applicant(s) without undertaking a new procurement process.

12. Finalize Contracts
Contracts will be finalized with the most advantageous Offerors as per schedule Section II, A Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the NMDWS. In the event that mutually agreeable terms cannot be reached within the time specified, the NMDWS reserves the right to finalize a contract with the next most advantageous Offerors without undertaking a new procurement process.

13. **Contract Awards**
After review of the Evaluation Committee Report and the signed contract, the NMDWS will award the contract as per the schedule in Section II, A Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the NMDWS.

14. **Protest Deadline**
Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Marshall Ray, General Counsel and Deputy Cabinet Secretary
New Mexico Department of Workforce Solutions
401 Broadway NE
Albuquerque, NM 87102

Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

1. **Acceptance of Conditions Governing the Procurement**
Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the 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 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 C. 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 C, strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions 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. **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.

17. **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.

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

19. **Right to Waive Minor Irregularities**
The Evaluation Committee reserves the right to waive minor irregularities 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.

20. **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.

21. **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.

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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.

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

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

24. **Ownership of Proposals**
   All documents submitted in response to the RFP shall become property of the State of New Mexico.

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

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

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

27. **Use of Electronic Versions of this RFP**
   This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

   Please refer to: [http://www.dws.state.nm.us](http://www.dws.state.nm.us)

28. **New Mexico Employees Health Coverage**
   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](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.

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

30. 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.

B. 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.

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

D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

31. 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.
   a. Taxes are considered delinquent if both of the following criteria apply:
      i. 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.
      ii. 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.
32. 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.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to RFP. (To include the copies as stated in “B”)

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical hard copies, six (6) total of their proposal (Binder 1).

Offerors 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.

Offerors shall deliver their proposals to the location specified in Section I, Paragraph I2 on or before the closing date and time for receipt of proposals.

C. 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.

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

   Technical Proposal (Binder 1):
   a) Signed Letter of Transmittal
   b) Table of Contents
   c) Copy of Application as submitted through eGrants
   d) Response to Specifications
   e) Response to Contract Terms and Conditions
   f) Offeror’s Additional Terms and Conditions
   g) Signed Campaign Contribution Form
   h) Signed Employee Health Coverage Form
   i) Signed Affidavit pursuant to Governmental Conduct Act (If applicable)
   j) Resident Vendor or Resident Veteran Certificate (If applicable)
   k) Resident Veterans Preference Certification (If applicable)
l) Conflict of Interest Affidavit (If applicable)  
m) Pay Equity Reporting  
n) Signed In-Kind Contribution and Donation Form  
o) Signed Statement of Assurance

Within each section of the proposal, Offerors 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.

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

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

**IV. SPECIFICATIONS**

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

**A. SPECIFICATIONS**

1. **eGrants Application Instructions**

It is recommend that applicants create an eGrants account and begin the application well before the eGrants application submission deadline. Applicants should draft the application as a word processing document, then copy and paste the document into eGrants no later than 5 days before the deadline.
Contact the National Service Hotline at 800-942-2677 or https://questions.nationalservice.gov/app/ask if a problem arises while creating an account, preparing, or submitting an application. Be prepared to provide the application ID, organization’s name, and the NOFO to which your organization is applying. National Service Hotline hours are 8:00 a.m. to 8:00 p.m. ET Monday through Friday.

CNCS and NMCCV require that all applicants submit applications electronically via the CNCS web-based application system, eGrants. Proposals for programs operating exclusively in New Mexico must be submitted by **January 5, 2015 at 5:00pm MST** in order to be considered. This requirement applies to continuation grantees, as well as new and re-competing applicants. CNCS reserves the right to extend the submission deadline. Any notice of such extended deadline will be posted in eGrants.

Organizations that propose to operate in New Mexico apply directly to NMCCV. Organizations that propose to operate in more than one state apply directly to CNCS. Indian Tribes may apply through State Commissions, or directly to CNCS.

In eGrants, applicants will enter text for Executive Summary: a brief paragraph, maximum of a half-page. Executive Summaries of all compliant applications will be published on the CNCS website following grant notifications:

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

Applications may not exceed 15 pages for the Narratives (18 pages for Multi-Focus Intermediaries), including the Executive Summary and SF 424 Facesheet, as the pages print out from eGrants. CNCS strongly encourages applicants to print out the application from the “Review and Submit” page prior to submission to check that the application does not exceed the page limit. This limit does not include the narrative portion of the evaluation plan or the logic model, budget, performance measures, or the supplementary materials, if applicable.

Reviewers will not consider submitted material that is over the page limit in the printed report, even if eGrants allows an applicant to enter and submit text over the limit. Do not submit other items not requested in the Notice or Application Instructions. CNCS will not review or return them.

Your application for AmeriCorps funding must follow the instructions provided at www.nationalservice.gov/build-your-capacity/grants/egrants. Applications **must not** exceed the limitations specified for each section of the application. **No appendices are allowed.**

Please note: if the applicant is applying through a state commission, please check the state or territory’s application information to determine the process for submission of documents.

2. **Proposal Form Requirements**

Proposals must be submitted into the eGrants system and printed (in its entirety) separately in hard copy and electronic form as required to be submitted in response to this RFP.

See www.nationalservice.gov/build-your-capacity/grants/egrants eGrants instructions

Proposals must be submitted in a sealed mailing package with the name of the organization, proposal
number, proposal title and deadline date clearly indicated on the bottom left hand side on the front of the mailing package.

A proposal may be deemed non-responsive and shall be rejected if the proposal does not contain the following mandatory requirements in the sequence outlined below. NMDWS shall make the final determination as to a proposal’s completeness or responsiveness.

Incomplete or unresponsive proposals will not be accepted under this RFP. NMDWS is not responsible for any costs incurred in the preparation or submission of a proposal.

3. Application Format

Your printed application **must** correspond to the outline that follows. Forms, letters of support and supporting documentation are to be added at the end of the proposal.

**a. Assessment Criteria**
Each applicant must clearly describe a project that will deploy AmeriCorps members effectively to solve a significant community problem. We urge your organization to submit a high quality application carefully following the guidance in the Notice and in the Application Instructions. The quality of your application will be an important factor in determining whether your organization will receive funding. Your application will be assessed as follows:

**b. Threshold issues**
Applications should reflect that they meet the threshold requirements for the grant type for which they are applying. A few examples follow. If an applicant wants a grant for a Professional Corps, its application should demonstrate that the community, in which it will place professionals, has an inadequate number of said professionals. If an applicant wants a fixed amount grant, its 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 Mayor’s and Governor’s initiative should clearly reflect that the application is from one Governor, one Mayor, and a minimum of two nonprofits.

**Executive Summary (Required -0 percent)**

Offerors **must** fill in the blanks of these sentences to complete the executive summary. The [Name of the organization] will have [Number of] AmeriCorps members who will [what the members will be doing] in [the locations the AmeriCorps members will be]. At the end of the 1st 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] that will be engaged in [what the leveraged volunteers will be doing.]

This program will focus on the CNCS focus area 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 focused on CNCS’ focus area, omit this sentence.

Fixed amount grant applicants should list their leveraged resources as they are not required to match. CNCS will post all Executive Summaries of awarded grant applications on [www.nationalservice.gov](http://www.nationalservice.gov) in the interest of transparency and Open Government.
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.

For all other programs, reviewers will consider the quality of your response to the following:

a. Problem/Need (9 points)
   • The applicant clearly describes how the community problem/need will be addressed by the program.
   • The applicant clearly describes how the community need/problem is prevalent and severe in communities where members will serve and the need has been well documented with relevant data.

b. Theory of Change and Logic Model (17 points)
   • The applicant clearly describes the proposed intervention including the roles of AmeriCorps members and (if applicable) the roles of leveraged volunteers.
   • The applicant clearly describes how the intervention is likely to lead to the outcomes identified in the applicant’s theory of change.
   • The applicant clearly describes how the AmeriCorps members will produce significant and unique contributions to existing efforts to address the stated problem.
   • All elements of the logic model are logically aligned.

The logic model shall depict:
   • A summary of the community problem outlined in the narrative.
   • The inputs or resources that are necessary to deliver the intervention, including:
     • 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.) 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.

The logic model shall be no more than three pages in length.

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. The Logic Model should identify which National Performance Measures will be used as outcome indicators.

Applicants with multiple interventions should complete one Logic Model chart which incorporates
c. Evidence Base (8 points)
Applicants will be awarded up to 8 points for providing evidence that their proposed intervention will lead to the outcomes identified in the theory of change. Applicants shall provide a description of the studies and evaluations conducted that provide evidence that the proposed intervention is effective for the proposed population and community challenge, and should describe how this evidence places them in one of the five evidence levels listed below. Applicants must fully describe how they meet the requirement of that level, using results from studies and evaluations. Applicants are strongly encouraged to describe the evidence that supports the strongest evidence tier, and all relevant evidence presented must be included in this section. This section must include specific citations of studies and/or evaluation and research reports. Applicants classifying their evidence as Moderate or Strong must submit up to two studies, evaluation reports, briefs, or peer-reviewed articles cited in this section as separate attachments. Studies should be sent to AdditionalDocuments@cns.gov by the application deadline and include in the subject line the application ID and “evaluation studies.”

For each report cited, include the date of the report, a description that shows its relevancy to the proposed program model, the methodology used in the study, and the strength of the findings (e.g. confidence level.)

For current grantees that are required to submit an evaluation report: The evaluation report will be considered as part of the evidence base of the program. Grantees may opt to include that evaluation report as one of the two studies, or submit two separate studies in addition to the evaluation report. In the latter case, all three studies will be reviewed against this criterion.

The five tiered evidence levels are:

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

**Pre-preliminary evidence** (1 point) means the applicant presents evidence that it has collected quantitative or qualitative data from program staff, program participants, or beneficiaries that have been used for program improvement, performance measurement reporting, and/or tracking. An example could be gathering feedback from program participants following their receipt of the intervention.

**Preliminary evidence** (2 points) means the applicant presents an initial evidence base that can support conclusions about the program’s contribution to observed outcomes. The evidence base consists of at least one non-experimental study conducted on the proposed program (or another similar program that uses a comparable intervention). A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: 1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries’ responses at the end of the program; and 2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

**Moderate evidence** (4 points) means the applicant presents a reasonably developed evidence base that can support causal conclusions for the specific program proposed by the applicant with moderate confidence. The evidence base consists of one or more quasi-experimental studies conducted on the proposed program (or another similar program that uses a comparable intervention) with positive findings on one or more intended outcomes OR two or more non-experimental studies conducted on the proposed
program with positive findings on one or more intended outcomes OR one or more experimental studies of another relevant program that uses a similar intervention. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e. a similar population that does not receive the intervention).

**Strong evidence** (8 points) means the applicant presents an evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

The description of evidence in this section should include as much detailed information as possible. Applicants are advised to focus on presenting high-quality evidence from their strongest studies rather than only cursory descriptions of many studies. Reviewers will examine criteria that may include: a) how closely the program model evaluated in the studies matches the one proposed by the applicant; b) the methodological quality of the studies presented (e.g., statistical power, internal and/or external validity, sample size, etc.); c) the recency of the studies, with a preference towards studies that have been conducted within the last six years; and d) strength of the findings, with preference given to findings that show a large and persistent positive effect on participants demonstrated with confidence levels.

**d. Notice Priority (3 points)**
- The applicant clearly describes how its proposed program is within one or more of the 2015 AmeriCorps funding priorities as outlined on page 3 and more fully described in the Glossary.
- The applicant clearly describes how the proposed program meets all of the requirements detailed in the Glossary.

**e. Member Training (4 points)**
- The applicant clearly describes how members will receive high quality training to provide effective service.
- The applicant clearly describes how members and volunteers will be aware of, and will adhere to, the rules including prohibited activities.

**f. Member Supervision (3 points)**
- Describe the plan for supervising members that ensures they will receive adequate support and The applicant clearly describes how members will receive high quality guidance and support from their supervisor to provide effective service.
- The applicant clearly describes how supervisors will be adequately trained/prepared to follow AmeriCorps and program regulations, priorities, and expectations.
- The applicant clearly describes how supervisors will provide members with excellent guidance and support throughout their service.

**g. 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.
- The applicant clearly describes how AmeriCorps members will have access to meaningful service experiences and opportunities for reflection.
- The applicant clearly describes how AmeriCorps members will have opportunities to establish connections with each other and the broader National Service network to build esprit de corps.
- The applicant clearly describes how AmeriCorps members will develop an ethic of and skills for active and productive citizenship and will be encouraged to continue to engage in public and
community service after their AmeriCorps term.

- The applicant clearly describes how the program will recruit AmeriCorps members from the communities in which the programs operate.

**h. Commitment to AmeriCorps Identification (3 points)**
- The applicant clearly describes how members will know they are AmeriCorps members.
- The applicant clearly describes how the staff and community members where the members are serving will know they are AmeriCorps members.
- The applicant clearly describes how AmeriCorps members will be provided with and will wear service gear that prominently displays the AmeriCorps logo daily.

**6. 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

**a. Organizational Background and Staffing (7 points)**
- The applicant clearly describes how the organization has the experience, staffing, and management structure to plan and implement the proposed program.
- The applicant clearly describes how the organization has adequate experience administering AmeriCorps grants or other federal grants.
- The applicant clearly describes how the organization has sufficiently engaged community members and partner organizations in planning and implementing its intervention.

As documentation of community support and commitment to the program; please procure, keep on file, but do not submit to CNCS, 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.

**b. Compliance and Accountability (11 points)**
- The applicant clearly describes how the applicant’s organization, in implementation and management of its AmeriCorps program, will prevent and detect compliance issues.
- The applicant clearly describes how the applicant will hold itself, subgrantees, and service site locations (if applicable) accountable if instances of risk or noncompliance are identified.
- The applicant clearly describes how the organization will comply with AmeriCorps rules and regulations including those related to prohibited and unallowable activities at the grantee, subgrantee, and service site locations (if applicable).

**c. Past Performance For Current Grantees and Former Grantees Only 7 points for recompeting applicants and formula Grantees) Any applicant that has received competitive or formula funding for the same project in any of the past three years must address this criteria.**
- The applicant clearly describes how it has met performance measurement targets during the last three years of program operations, or, if not, has an adequate corrective action plan in place.
- The applicant clearly describes how it achieved 100% member enrollment, in the most recent full year of program operations, or if not, has an adequate corrective action plan in place.
- The applicant clearly describes how it achieved 100% member retention, in the most recent full year of program operations, or, if not, has an adequate corrective action plan in place.
- The applicant clearly describes any compliance issues or areas of weakness/risk identified during the last three years of program operations (if applicable) and describes an effective corrective action plan.
that was implemented.

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

a. Cost Effectiveness (18 points)
• The budget is sufficient to carry out the program effectively.
• The budget aligns with the applicant’s narrative.
• 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. This applies to Fixed Amount, EAP, and Cost Reimbursement grants.
• The applicant, if recompeting, has a lower cost per Member Service Year (MSY – see Glossary) 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.

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 in previous years must justify their requests. If an applicant requests above the maximum cost per MSY (see Section I.F.), it must justify its request. Please note that such requests are rarely approved.

b. Budget Adequacy (7 points)
• Budget is submitted without mathematical errors.
• Budget is submitted with adequate information to assess how each line item is calculated.
• Budget is in compliance with the budget instructions.

Applicants must fill out 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.
• Indicate the amount of non-CNCS resource commitments, type of commitments (in-kind and/or cash) and the sources of these commitments.

8. Evaluation Summary or Plan (Required for re-competing grantees- 0 percent)
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 re-competing Grantees. If the applicant is re-competing for AmeriCorps funds for the first time the program must submit your evaluation plan, the Evaluation Summary, or Plan field in eGrants. If the applicant is re -competing for a subsequent time, the program must submit your evaluation report according to the instructions in V. E., below as well as an evaluation plan for the next three-year period.
Evaluation plans must include the following:
• A description of the theory of change, or why the proposed intervention is expected to produce the proposed results;
• Clear and measurable outcomes that are aligned with the theory of change and will be assessed during the evaluation;
• Concrete research questions (or hypotheses) that are clearly connected to the outcomes;
• A proposed research design for the evaluation;
• Qualifications needed for the evaluator; and
• The estimated budget.
The evaluation requirements differ depending on the amount of the grant, as described in 45 CFR §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 §2522.730 of this subpart.

- 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 §2522.730 of this subpart.

A formula program will be considered a recompeting application, if it satisfies the CNCS definition of “same project,” below, and has been funded in formula for at least one three-year cycle. If the project satisfies the definition of same project, and the applicant has completed one three-year cycle, you will be required to submit an evaluation plan. If the project does not satisfy the definition, it will be considered new and will not be required to submit an evaluation plan, summary, or completed evaluation.

Two projects will be considered the same if they:
- Address the same issue areas
- Address the same priorities
- Address the same objectives
- Serve the same target communities and population
- Utilize the same sites
- Use the same program staff and members

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 Notice. 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:

Preparing Your Budget

Your proposed budget should be sufficient to allow you to perform the tasks described in your proposal narrative. eGrants will create the budget and the budget narrative automatically from the detailed budget information you enter. As you prepare your budget:
- All the amounts you request must be defined for a particular purpose. Do not include “miscellaneous,” “contingency” or other undefined budget amounts.
- Do not include unallowable expenses, e.g., entertainment costs (which include food and
beverage costs) unless they are justified as an essential component of an activity being budgeted.

- Do not include fractional amounts (cents).

Please refer to the relevant Office of Management and Budget (OMB) Circulars on allowable costs for further guidance. The OMB circulars are online at: [www.whitehouse.gov/OMB/circulars].

A-21 - Cost Principles for Educational Institutions
A-87 - Cost Principles for State, Local, and Indian Tribal Governments
A-122 - Cost Principles for Non Profit Organization

12. Acknowledgement of Receipt Form:
Vendors must complete the above mentioned form to serve as their mandatory Letter of Intent.

13. Universal Identifier
Applications must include a Dun and Bradstreet Data Universal Numbering System (DUNS) number and register with the Central Contractor’s Registry (CCR). The 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].

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.bpn.gov/CCR].

14. Resident Business or Resident Veterans Preference
To be awarded the points Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference the attached certification Form APPENDIX F must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

15. Financial Audit/Information
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 a copy of their most current audit.

16. Letter of Transmittal
The Offerors proposal must be accompanied by the Letter of Transmittal Form located in
APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal MUST include:

1. Identify the submitting organization;
2. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
5. Identify if sub-contractors will be used in the performance of the contract award.
6. Describe any relationship with any entity with which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II:
b. Acceptance of Section V of this RFP
c. Acknowledge receipt of any and all amendments to this RFP.
d. Be signed by the person authorized to contractually obligate the organization;

17. Campaign Contribution Disclosure Form
Offeror must complete and sign the Campaign Contribution Disclosure Form located at Appendix B whether any applicable contribution has been made or not. This signed unaltered form must be submitted with your proposal weather an applicable contribution has been made or not.

18. Form PE10-249 (or) PE250
Offeror must complete and sign the Form PE10-249 (or) PE250 located within the 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/spd/pay_e.html. This signed unaltered form must be submitted with your proposal.

19. New Mexico Employees Health Coverage Form
Offeror must complete and sign the New Mexico Employees Health Coverage Form located at Appendix D. This signed unaltered form must be submitted with your proposal. The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal. (See Appendix D)

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

<table>
<thead>
<tr>
<th>Factor</th>
<th>Points Available</th>
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<tbody>
<tr>
<td>A Specifications</td>
<td>As Listed Below</td>
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<tr>
<td>A(1)</td>
<td>eGrant Application</td>
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<tr>
<td>A(2)</td>
<td>Proposal Form Requirements</td>
</tr>
<tr>
<td>A(3)</td>
<td>Application Format</td>
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<td>A(4)</td>
<td>Executive Summary</td>
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<tr>
<td>A(5)</td>
<td>Program Design</td>
</tr>
<tr>
<td>a.</td>
<td>Problem/Need</td>
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<tr>
<td>b.</td>
<td>Theory of Change and Logic Model</td>
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<tr>
<td>c.</td>
<td>Evidence Base (Five Tiers)</td>
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<tr>
<td></td>
<td>No Evidence- 0pts</td>
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<td></td>
<td>Pre-Preliminary Evidence- 1pt</td>
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<td></td>
<td>Preliminary Evidence- 2pts</td>
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<td></td>
<td>Moderate Evidence- 4pts</td>
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<td></td>
<td>Strong Evidence- 8pts</td>
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<td>d.</td>
<td>Notice Priority</td>
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<td>e.</td>
<td>Member Training</td>
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<td>f.</td>
<td>Member Supervision</td>
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<td>g.</td>
<td>Member Experience</td>
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<td>h.</td>
<td>Commitment to AmeriCorps Identification</td>
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<tr>
<td>A(6)</td>
<td>Organizational Capability</td>
</tr>
<tr>
<td>a.</td>
<td>Organizational Background and Staffing</td>
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<tr>
<td>b.</td>
<td>Compliance and Accountability</td>
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<tr>
<td>c.</td>
<td>Past Performance For Current Grantees and Former Grantees Only</td>
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<tr>
<td>A(7)</td>
<td>Cost Effectiveness and Budget Adequacy</td>
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<tr>
<td>a.</td>
<td>Cost Effectiveness</td>
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<tr>
<td>b.</td>
<td>Budget Adequacy</td>
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<tr>
<td>A(8)</td>
<td>Evaluation Summary or Plan</td>
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<td>A(9)</td>
<td>Amendment Justification</td>
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<td>A(10)</td>
<td>Clarification Information</td>
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<td>A(11)</td>
<td>Continuation Changes</td>
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<td>A(12)</td>
<td>Acknowledgement of Receipt Form:</td>
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<tr>
<td>A(13)</td>
<td>Universal Identifier (D&amp;B Registration)</td>
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<tr>
<td>A(14)</td>
<td>Resident Business or Resident Veterans Preference</td>
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<td>A(15)</td>
<td>Financial Audit/Information</td>
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<td>A(16)</td>
<td>Letter of Transmittal</td>
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<td>A(17)</td>
<td>Campaign Contribution Disclosure Form</td>
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<td>A(18)</td>
<td>Pay Equity Reporting</td>
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<td>A(19)</td>
<td>Employee Health Coverage Form</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

Table 1: Evaluation Point Summary

**B. EVALUATION FACTORS**

1. eGrants Application (A1) (Pass/Fail)
Applications must be submitted electronically via eGrants. NMCCV will accept proposals until January 5, 2015 at 5pm. Applications must be submitted in eGrants within the same designated time frame. Late applications conforming to either method of submission will not be accepted. CNCS reserves the right to extend the submission deadline. Any notice of such extended deadline will be posted in eGrants.

Organizations that propose to operate in New Mexico apply directly to NMCCV. Organizations that propose to operate in more than one state apply directly to CNCS. Indian Tribes may apply through State Commissions, or directly to CNCS.

In eGrants, applicants will enter text for Executive Summary: a brief paragraph, maximum of a half-page. Executive Summaries of all compliant applications will be published on the CNCS website following grant notifications:

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

You must not exceed 26 double spaced pages in the Narratives, including the Executive Summary and Cover Page, as the pages print out from eGrants. Reviewers will not consider material submitted over the page limit, even if eGrants allows you to enter and submit text over the limit. From the Review and Submit page, print out your application prior to final submission to ensure it is not over the 26 page limit. This limit does not include the budget and performance measures.

Your application for AmeriCorps funding must follow the instructions provided in Attachment I 2015-2016 AmeriCorps*State Application Instructions. Applications must not exceed the limitations specified for each section of the application. No appendices are allowed.

2. **Proposal Form Requirements (A2) (Pass/Fail)**

   Proposals must be submitted into the eGrants system and printed (in its entirety) separately in hard copy and electronic form as required to be submitted in response to this RFP.

3. **Application Format (A3) (Pass/Fail)**

   Your printed application must correspond to the outline that follows. Forms, letters of support and supporting documentation are to be added at the end of the proposal.

4. **Executive Summary (A4) (Pass/Fail)**

   Offerors must fill in the blanks of these sentences to complete the executive summary.

5. **Rational Approach/Program Design (A5) (47 Points)**

   a. Problem/Need (9 points).
   b. AmeriCorps Members as Highly Effective Means to Solve Community Problems Evidence-Based/Evidence-Informed and Measurable Community Impact (25 points).
      1. Theory of Change and Logic Model (17 points).
      2. Evidence Base (8 points)
   c. Notice Priority (3 points)
d. Member Training (4 points)
e. Member Supervision (3 points)
f. Commitment to AmeriCorps Identification (3 points)

6. Organizational Capacity (A6) (25 Points)
a. Organizational Background and Staffing (7 points)
b. Compliance and Accountability (11 points)
c. Past Performance (7 points)

7. Cost Effectiveness and Budget Adequacy (A7) (25 Points)
a. Cost Effectiveness (18 points)
b. Budget Adequacy (7 points)

8. Evaluation Summary or Plan (A8) (Pass Fail)
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 re-competing Grantees.

9. Amendment Justification (A9) (Pass/Fail)
Enter N/A. This field will be used if you are awarded a grant and need to amend it.

10. Clarification Information (A10) (Pass/Fail)
Enter N/A. This field will be used to enter information that requires clarification in the post-review period.

11. Continuation Changes (A11) (Pass Fail)
Enter N/A. This field will be used to enter changes in your narratives in your continuation requests.

12. Acknowledgement of Receipt Form (A12) (Pass/Fail)
Vendors must complete the above mentioned form to serve as their mandatory Letter of Intent.

13. Universal Identifier (A13) (Pass/Fail)
Applications must include a Dun and Bradstreet Data Universal Numbering System (DUNS) number and register with the Central Contractor’s Registry (CCR).

14. Resident Business or Resident Veteran Preference (A14) (Possible 12.5 points)
Percent of preference will be determined by offerors that submit the correct documentation. Once RFP is totally scored the proper percent of preference will apply to those offerors that qualify. For example; an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points for the resident preference and 80 points for the resident veterans preference added to their already evaluated score, making it possible for the highest score total 1080.
15. **Financial/Audit Information (A15) (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 a copy of their most current audit.

16. **Letter of Transmittal (A16) (Pass/Fail)**
The Offerors proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E.

17. **Campaign Contribution Disclosure Form (A18) (Pass/Fail)**
Offeror must complete and sign the Campaign Contribution Disclosure Form located at Appendix B whether any applicable contribution has been made or not.

18. **Pay Equity Reporting (A19) (Pass/Fail)**
Offeror must complete and sign the Form PE10-249 (or) PE250 located within the New Mexico State Purchasing Division Website.

19. **Employee Health Coverage (A20) (Pass/Fail)**
Offeror must complete and sign the New Mexico Employees Health Coverage Form located at Appendix D.

C. **EVALUATION PROCESS**

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

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

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II, Paragraph B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**COMMISSION REVIEW**
The Commission (NMCCV) will review the ratings and funding recommendations of the Evaluation Committee. The Commission will recommend proposals to the Corporation for
funding.

SUBMISSION TO CORPORATION
The CNCS will make the final funding decision on all Competitive proposals that are submitted by the Commission (NMCCV).
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
APPENDIX A

REQUEST FOR PROPOSAL

Program year 2014-2015
AmeriCorp State of New Mexico
15-631-8001-00049

ACKNOWLEDGEMENT OF RECEIPT FORM

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 G Logic Model Worksheet, consisting of ___ pages.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business December 3, 2014 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/21st Century Service Corps
___ Healthy Futures
___ Veterans and Military Families
___ Governor and Mayor Initiative
___ My Brothers Keeper Imitative

*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.

Curtis Cannon, Executive Director
AmeriCorps 2014-2015 / RFP# 14-631-8001-00056
New Mexico Department of Workforce Solutions
401 Broadway NE
Albuquerque, New Mexico 87102
Fax: (505) 841-8491
E-mail: curtis.cannon@state.nm.us
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

g
Title (Position)
APPENDIX C

Sample Contract
STATE OF NEW MEXICO

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 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.

3. **Term.**

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Agreement shall terminate on (09/30/2014) 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 1
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.

6. **Status of Contractor.**
   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
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 kickbacks.

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

To 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. Thus, if a sub award is to a governmental unit (other than a college, university or hospital), OMB Circular A-87 shall apply; if a sub award is to a commercial organization, the cost principles applicable to commercial organizations shall apply; if a sub award is to a college or university, OMB Circular A-21 shall apply; if a sub award is to a hospital, the cost principles used by the Federal awarding agency for awards to hospitals shall apply, subject to the provisions of subsection A.3.a. of OMB Circular A-87; if a sub award is to some other non-profit organization, OMB Circular A-122, "Cost Principles for Non Profit Organizations," shall apply. Distribution of expenditures shall follow the Budget (Attachment 2).

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;

e. 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;

f. 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;

g. 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;

h. 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
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>
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<tbody>
<tr>
<td><strong>AmeriCorps Members Enrolled</strong></td>
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<tr>
<td>Total number of Member Service Years (MSY) completed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Community Service Measures</strong></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><strong>AmeriCorps Members</strong></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.
## Attachment 2 – Budget

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

## Section II: Member Support Costs

| Living Allowance                  |                 |                               |                 |
| State Unemployment                |                 |                               |                 |
| FICA                              |                 |                               |                 |
| Worker's Compensation             |                 |                               |                 |
| Health Care                       |                 |                               |                 |
| **Subtotal Section II.**          |                 |                               |                 |

## Section III. Administrative/Indirect Costs

| Administrative Costs              |                 |                               |                 |
| Indirect Costs                    |                 |                               |                 |
| **Subtotal Section III.**         |                 |                               |                 |

**Total Budget Costs**
APPENDIX D

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM
NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

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 E

LETTER OF TRANSMITTAL FORM
Letter of Transmittal Form

RFP#: __________________________
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 II, Paragraph C.1.

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

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

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

RESIDENT VETERANS CERTIFICATION
Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

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

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

__________________________________  ____________________________
(Signature of Business Representative)*    (Date)

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

Logic Model Worksheet
## Logic Model Worksheet

<table>
<thead>
<tr>
<th>Project Resources</th>
<th>Core Project Components</th>
<th>Evidence of Project Implementation and Participation</th>
<th>Evidence of Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>INPUTS</td>
<td>ACTIVITIES</td>
<td>OUTPUTS</td>
<td>Outcomes</td>
</tr>
<tr>
<td>What we invest (# and type of AmeriCorps members)</td>
<td>What we do</td>
<td>Direct products from program activities</td>
<td>Changes in knowledge, skills, attitudes, opinions</td>
</tr>
</tbody>
</table>

**Columns:**
- **INPUTS:** What we invest
- **ACTIVITIES:** What we do
- **OUTPUTS:** Direct products from program activities
- **Outcomes:**
  - **Short-Term**
  - **Medium-Term**
  - **Long-Term**