

STATE OF NEW MEXICO
AGING & LONG-TERM SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)
FOR

Financial Management Services



RFP#25-624-3000-0002

RFP Release Date: July 12, 2024

Proposal Due Date: August 21, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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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 a contract(s) through competitive negotiations to provide Financial Management Services (FMS) for New Mexicare programs at the ALTSD.

The New Mexicare Programs consists of two programs:

1. New Mexicare Caregiver Health Model is a program to provide financial assistance and training to caregivers who are assisting friends or family members with daily activities due to physical or cognitive limitations. The goal of the program is to allow older adults to thrive in their homes and communities and reduce nursing home placements and emergency department visits.
2. Veteran Directed Care gives Veterans of all ages the opportunity to receive the Home and Community Based Services they need in a consumer-directed way. This program is for Veterans who need personal care services and help with activities of daily living. Examples include help with bathing, dressing, or fixing meals. This program is also for Veterans who are isolated, or their caregiver is experiencing burden. Veterans in this program are given a budget for services that is managed by the Veteran or the Veteran's representative. With the help of a counselor, Veterans hire their own workers to meet their daily needs to help them live at home or in their community.

B. BACKGROUND INFORMATION

At the heart of the Aging and Long-Term Services Department's mission is the belief that New Mexico's older adults and adults with disabilities have the right to remain active participants in their communities, to age with respect and dignity, to be protected from abuse, neglect, and exploitation and to have equal access to health care. The Department is a leader in developing programs and building partnerships that support lifelong independence and healthy aging.

C. SCOPE OF PROCUREMENT

ALTSD is seeking an offeror(s) to provide Financial Management Services for New MexiCare programs as specified by ALTSD to include:

1. Provider/Vendor/Contractor enrollment activities for reimbursement of the provision of services.
2. Payroll services for program participants to include but not limited to, caregivers, authorized representatives, legal guardians, and vendors/contractors.
3. Payments for Good & Services including issuance of reimbursement to eligible participants on a weekly, bi-weekly, monthly and/or quarterly basis, pay all employment-related taxes for participants (employers) and caregivers (employees) as directed by the ALTSD.
4. Electronic Visit Verification (EVV) portal for programs and services identified by ALTSD.
5. Technical assistance and support to ALTSD, users of vendor's enrollment, payroll and EVV functionality.

The resulting contract will result in a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

This Contract will be effective for one year from date of award with the option to extend for an additional 3 years, on a year-by-year basis. This Contract shall not exceed 4 years.

D. PROCUREMENT MANAGER

ALTSD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Gary O. Chavez, CPO
Telephone: (505) 470-7823
Email: gary.chavez@altsd.nm.gov

1. **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 ALTSD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the email address given in this proposal. Refer to Section III for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. **“Adult Protective Services (APS)”** means a social services program provided by state and/or local governments nationwide serving older adults and adults with disabilities who need assistance. APS workers investigate cases of abuse, neglect, or exploitation.
2. **“Agency”** means the Aging & Long-Term Services Department, sponsoring this Procurement.
3. **“ALTSD”** means The New Mexico Aging and Long-Term Services Department
4. **“Area Agency on Aging (AAA)”** means New Mexico’s four Area Agencies on Aging, or AAA’s, administer, plan and support community-based services for individuals 60 and older, or age 55 and older in tribal programs. Most of the services coordinated through the AAA’s are provided at the local level.
5. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
6. **“Award”** means the final execution of the contract document.
7. **“Business Hours”** means 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
8. **“Caregiver Respite and Support Services”** means services for adults are those services or activities that assess the need and arrange for the substitute care and alternate living situation of adults in a setting suitable to the individual’s needs.
9. **“Chore Service”** means the provision of labor-intensive housekeeping services or the removal of environmentally hazardous material that restores the home to a habitable condition so that the occupant can continue to live independently and safely in their own home.
10. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
11. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone

numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

12. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
13. **“Contractor”** means any business having a contract with a state agency or local public body.
14. **“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.
15. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
16. **“Disabilities”** means a physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in certain tasks or actions or participate in typical daily activities and interactions.
17. **“Durable medical equipment”** means any equipment that provides therapeutic benefits to a patient in need because of certain medical conditions and/or illnesses.
18. **“Electronic Submission”** means a successful submittal of Offeror’s proposal via the Email address given in this proposal.
19. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
20. **“Emergency Response”** means any systematic response to an unexpected or life-threatening occurrence. The goal of an emergency response procedure is to mitigate the adult’s impact of abuse, neglect, or exploitation.
21. **“Employee”** means caregiver or any person providing direct care to the participant.
22. **“Employer”** means the participant of any ALTSD program(s).
23. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
24. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

25. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
26. **“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.
27. **“Food assistance”** means to supplement the diets of low-income Americans by providing them with emergency food assistance at no cost.
28. **“Health”** means a state of complete physical, mental, and social well-being and not merely the absence of disease or infirmity.
29. **“Health-related and home health services”** means in-home, or out-of-home services or activities designed to assist individuals and families to attain and maintain a favorable condition of health.
30. **“Hearing-impaired equipment”** means assistive listening devices or systems designed to help people, who live with permanent or fluctuating hearing impairment, to hear sounds adequately or at a level that is optimal for communication or for the activities of daily life.
31. **“Home Maintenance”** means the process of keeping property and equipment in good condition through routine testing, diagnosis and by executing necessary repairs.
32. **“Home modifications”** means changes made to adapt living spaces to meet the needs of people with physical limitations so that they can continue to live independently and safely.
33. **“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.
34. **“Incapacitated adults”** means any adult with a mental, physical, or developmental condition that substantially impairs the adult’s ability to provide adequately for the adult’s own care or protection.
35. **“IT”** means Information Technology.
36. **“Mandatory”** – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
37. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
38. **“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.

39. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
40. **“Participant”** means any person approved to receive services from an ALTSD program.
41. **“Pest Control”** means the regulation or management of a species defined as a pest, usually because it is perceived to be detrimental to a person's health, the ecology, or the economy. The reduction or regulation of the population of noxious, destructive, or dangerous insects or other animals.
42. **“Prevention and Intervention Services”** means services that are designed to provide early identification and timely intervention to support families and prevent the consequences of, abuse, neglect, or family violence, and to assist in arranging alternate placements or living arrangements where necessary.
43. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
44. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
45. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to entertain procurements.
46. **“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.
47. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
48. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
49. **“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.

50. **“Responsive Offer”** 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.
51. **“Safety”** means the condition of being protected from or unlikely to cause danger, risk, or injury.
52. **“Security”** means the state of being free from danger or threat.
53. **“Senior Companion Program”** means a program that provides grants to qualified agencies and organizations for the dual purpose of engaging persons 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs; and to provide a high-quality experience that will enrich the lives of the volunteers. Program funds are used to support Senior Companions in providing supportive, individualized services to help older adults with special needs to maintain their dignity and independence.
54. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
55. **“State (the State)”** means the State of New Mexico.
56. **“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.
57. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in the Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
58. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
59. **“Utility assistance”** means direct payments of electric, water, gas, propane, sewage, trash, and recycling companies on behalf of low-income older adults.
60. **“Visually impaired equipment”** means products, devices, and equipment used to maintain, increase, or improve the functional capabilities of individuals living with a visual partial of full vision loss.
61. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://nmaging.state.nm.us/for-our-partners>

New Mexico Taxation and Revenue Department:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

New Mexico General Services Department – Pay Equity:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Aging and Long-Term Services Department

<https://aging.nm.gov/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	ALTSD	July 12, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	July 19, 2024
3. Deadline to submit Written Questions	Potential Offerors	July 22, 2024
4. Response to Written Questions	Procurement Manager	July 30, 2024
<i>5. Submission of Proposals Electronic submissions only</i>	<i>Potential Offerors</i>	<i>August 21, 2024</i>
<i>DATES BELOW SUBJECT TO CHANGE</i>		
6.* Proposals Evaluation	Evaluation Committee	August 22-27, 2024
7.* Selection of Finalists	Evaluation Committee	August 28, 2024
8.*Best and Final Offers Electronic submissions only	Offeror(s)	September 6, 2024

9.* Finalize Contractual Agreement(s)	ALTSD/Finalist Offeror(s)	October 1, 2024
10.* Contract Award <ul style="list-style-type: none"> • Send award letter • Send Non-selection letter(s) 	ALTSD/ Finalist	Upon signature by SPD/CRB
11.* Protest Deadline	ALTSD	15 calendar days from contract award date.

* Dates indicated in Events 6 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico ALTSD on the date indicated in Section II.A, Sequence of Events.

The Aging and Long-Term Services Procurement Portal, Bonfire Interactive, can be accessed at altsdnm.bonfirehub.com (bonfirehub.com)

<https://nmasing.state.nm.us/for-our-partners>

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, at altsd.procurement@altsd.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events. Please indicate in your email subject line: “Acknowledgement of Receipt RFP#25-624-3000-0002”.

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager, via email at altsd.procurement@altsd.nm.gov, as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

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

The Aging and Long-Term Services Procurement Portal, Bonfire Interactive, can be accessed at altsdnm.bonfirehub.com (bonfirehub.com)

<https://nmaging.state.nm.us/for-our-partners>

5. Submission of Proposals

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the ALTSD’s bonfire system by the deadline set forth in this RFP. The ALTSD bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the bonfire system by the deadline because the response was 11 captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

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

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

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Finalists will be comprised of the Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

8. Best and Final Offers

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

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right

to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval. ALTSD will route the final awards through DocuSign for needed signatures.

11. Protest Deadline

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

Anastasia Martin, General Counsel
Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, New Mexico 87505
Email: anastasia.martin@altsd.nm.gov

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 these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors **is** allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B and III.C, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.16 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.35. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. The Offeror is responsible for all costs involved in return mailing/shipping of proposals.

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). The Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

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

[Aging and Long-Term Services Procurement Portal, Bonfire Interactive, can be accessed at altdnm.bonfirehub.com \(bonfirehub.com\)](http://altdnm.bonfirehub.com)

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);

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

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

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

- liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the ALTSD or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the ALTSD or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the ALTSD or Central Purchasing Officer may terminate the involved contract for cause. Still further the ALTSD 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 ALTSD or Central Purchasing Officer.

32. New Mexico Preferences

The New Mexico Preferences shall not apply because the expenditure for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

1. ONLY ELECTRONIC SUBMISSION VIA (Aging and Long-Term Services Procurement Portal, Bonfire Interactive, can be accessed at altsdnm.bonfirehub.com (bonfirehub.com))

2. All vendors must register with the Procurement Portal to log in and submit requested information

The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as **“Technical Proposal,”** or **“Cost Proposal,”** on the front page of each upload and in subject line of email along with RFP#.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
- i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.11 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.55) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F.44) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

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

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.6.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED**.*

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must 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 – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)

1. Organizational Experience (reference section for page limitation information)
 2. Organizational References
 3. Mandatory Specification
 4. Financial Stability – (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.C.8 or Section III.B.a.i, as applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

At the heart of the Aging and Long-Term Services Department's (ALTSD) mission is the belief that New Mexico's older adults and adults with disabilities have the right to remain active participants in their communities, to age with respect and dignity, to be protected from abuse, neglect, and exploitation and to have equal access to health care. ALTSD is a leader in developing programs and building partnerships that support lifelong independence and healthy aging.

ALTSD is seeking an offeror(s) to provide Financial Management Services as outlined below:

1. Enrollment

- a. The creation of a process/mechanism to produce employment packets for caregivers (employees) and participants (employers) which contain all the required forms, information, applications, agreements, and consent documents needed to enroll participants (employers) and each of their caregivers (employees).
- b. The creation of a process to complete all required state and federal fingerprinting requirements for employees.
- c. The creation of a process/mechanism to collect, process, and maintain the required documentation from individuals and workers to process payroll for workers.
- d. Obtain and provide workers' compensation insurance, as applicable, in accordance with State law, paid for by the participant budget funds as part of employer cost or by ALTSD.
- e. The creation of a process/mechanism to receive, document, file, and maintain each authorized individual's budget.
- f. The creation of a process/mechanism for preparing and distributing IRS Forms W-2 forms for individuals' workers per IRS instructions for agents and electronic/magnetic filing when processing 250 or more IRS Forms W-2 and maintaining the relevant documentation in the Offeror's files.

2. Payroll Services

- a. Serve as a Financial Management Services provider for each participant under required IRS procedures by obtaining and submitting required federal forms and by filing any appropriate forms to be recognized by unemployment, workers' compensation and income tax agencies as a Financial Management Services provider for the employer when directed to do so by ALTSD.
- b. Have a system to pay workers in compliance with Federal and New Mexico Department of Labor wage and hour rules on a weekly, bi-weekly, monthly, and/or quarterly pay schedule as directed by ALTSD.
- c. Treat all individuals paid with a timesheet to be an employee not an independent contractor. The process for the determination of the status of an independent contractor resides with the Internal Revenue Service.
- d. Hourly rates may vary and are determined by the employer within the limits established by relevant federal and state laws, and the policies for programs established by ALTSD and the State of New Mexico.

- e. Overtime rates will be paid according to federal employment law.
- f. Ensure that employer's share of all taxes due, including State, Local, and Federal income tax, FICA, and unemployment compensation taxes are withheld, filed, and paid on time and in full for each participating employee.
- g. Process all judgments, garnishments, tax levies, or related holds on an employee's wages required by local, State, and federal law.
- h. Issue all W-2s and 1099s at calendar year end and submit all 941, and 940 filings for payroll activities rendered through this contract.
- i. Assist the state with performance of background checks on all employees in accordance with policies established by the New Mexico Department of Health, as well as any other state and federal law which requires background checks for employees.
- j. Provide participants (employers) and caregivers (employees) with timesheet forms printed for submission of timesheets. Timesheets shall be retained in compliance with ALTSD requirements. Supply and receive timesheets electronically or via the online timesheet portal.
- k. Provide a detailed description of the processing of timesheets and payroll including but not limited to the:
 - i. Collection and processing of all workers' timesheets and pay on a weekly, bi-weekly, semi-monthly or monthly time schedule or as directed by ALTSD.
 - ii. Process all weekly, bi-weekly, monthly and/or quarterly basis reimbursement requests.
 - iii. Must be capable to pay workers and/or reimbursement requests up front and invoice ALTSD after the fact for payment within 30 business days.
- l. Prepare and process payroll from timesheets submitted by participants (employers) and their caregivers (employees). The following information shall include but not be limited to the following on each timesheet:
 - i. Name of employee and employee identification number;
 - ii. Name of participant approved for, and receiving the services;
 - iii. Rate of pay, weekly, bi-weekly, monthly, and/or quarterly allotment;
 - iv. Pay period;
 - v. Hours worked by date;
 - vi. Employee's signature, and date of signature;
 - vii. Participant/employer's signature attesting that all services were provided, and date of signature;
 - viii. Type of service;
 - ix. Information regarding hospitalization and/or nursing home admission; and
 - x. Identification of working backup hours for another employee.

4. Payment for Goods/Services

- a. Issue payments, when requested by a participant, and approved by such method as designated by ALTSD and as allowed under ALTSD policies and procedures, not to exceed the authorized funding limits. Frequency of payments may be weekly, bi-weekly, monthly, quarterly, or semi-annually as directed by ALTSD and in accordance with program requirements

- b. Payments will generally be made by check or debit card, although payments to employees are urged to be by means of direct deposit.
- c. Requests for payments that exceed authorized funding limits or that are outside the scope of the approved budget must be approved in writing by ALTSD.
- d. Track unexpended funds allocated to each participant.
- e. Retain all program documents in accordance with relevant federal and state requirements and as directed by ALTSD.

5. Electronic Visit Verification (EVV) Portal Application

- a. Advise the functionality and implementation of an EVV process and portal for various program services as determined by ALTSD. The system must, at a minimum, be able to provide the functionality listed in items 5 (b.) through (h.) below.
- b. Have the ability to view reports by users: Participants, Workers, Representatives, and Admin users who shall have access to shifts logged in the EVV system as well as search features to filter the shifts.
- c. Caregivers (employees) and participants (employers) should receive emails when the shift comes into EVV PORTAL from the EVV mobile app alerting them that a shift is available for their review.
- d. Participants should be able to log in and view all shifts worked by them for each of their employees. Participants should be able to give feedback on shifts by approving them, proposing adjustments to them, or proposing to deny them. Participants can also leave comments on a shift.
- e. If a Participant has an ALTSD approved designated Representative, the Representative should be able to view all shifts worked for the Participant. The Representative should be able to approve, propose adjustments to, or propose denying, any of the shifts on behalf of the Participant and leave comments on a shift.
- f. Employees should have access to all shifts they have worked for each of their Participants. Workers may approve proposed adjustments to, or propose denying, any shift they have worked. Workers may respond to Participant's proposed adjustments and proposed denials and can leave comments on a shift.
- g. Workers, Participants, and Representatives should have the ability to manually enter a shift if the worker was not able to log the shift in the EVV mobile app. Manual shift entry will capture all the same data points as entry in the EVV mobile app with the exception of GPS location.
- h. The EVV PORTAL system should allow users to propose adjustments a limited number of times before preventing further adjustments so as not to lose EVV integrity.

6. Customer Service

- a. Have the ability and capacity to assist participants (employers) to learn and to carry out their responsibilities as employers.
- b. Adapt its procedures to reflect that participants(employers) are not professionals and need support, patience, and clear instructions to carry out their responsibilities. The

offeror shall have the ability to communicate effectively with individuals who have a variety of disabilities.

- c. Establish a system for maintaining records of all information related to the participant/employer.
- d. Establish a statewide toll-free number for individuals, their representatives, and their workers to contact or make other reasonable accommodations for clients. This should include access to a language line for participants who do not speak English. A Customer Service representative must be available between the hours of 8:00 am and 5:00 pm Mountain Standard Time (MST) Monday through Friday. When the representative is unavailable, voice messaging capacity must be available.
- e. Provide support to include assistance with administration of required documentation, including the completion of the enrollment and payroll documents necessary for each participating employee, paperwork, program understanding, and other related services needed.
- f. Communicate effectively and on a timely basis with relevant parties including participants (employers) who have a wide variety of disabilities. The contractor will respond to requests for assistance within one (1) business day.
- g. Provide ALTSD employees with sufficient training in all services and systems provided by the offeror.
- h. Provide monthly account statements showing amounts used from services, amounts paid out for reimbursement of goods purchased, amounts carried over and balances for each employer.
- i. Engage in monthly meetings with ALTSD regarding any questions or concerns and to be able to ensure that payments and expenditures are accounted for and correct.

7. Reporting & Evaluation

- a. Prepare and submit data reports as required by the ALTSD.
- b. Evaluate all program activities and implement quality improvement processes based upon results and provide reports to the ALTSD as required.
- c. Each offeror must submit at least one annual report due July 15, for the period of July 1 through June 30th of each year. ALTSD will provide the parameters for the report.

8. Performance Measures

- a. Total number of clients serviced by service category and program.
- b. Timeliness of payroll payments.
- c. Other measures as directed by ALTSD.

9. Invoicing

- a. Biweekly, Monthly, or as directed by ALTSD invoices must be detailed to include clients served and service(s) received, itemized expenses for each client's, goods and services,
- b. Send invoices via email to the inbox directed by ALTSD.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) Provide a brief description of relevant corporate experience with state government and the private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of case management and service coordination to meet the needs of older adults and adults with disabilities. All case management and service coordination provided to the private sector will also be considered.
- b) Offerors with experience working with self-directed Home & Community Based programs.
- c) Offerors with experience working with Veteran's Administration Veteran Directed Care programs.
- d) Provide a brief resume or bio of all key personnel Offeror proposes to use in the performance of the resulting contract, should Offeror be awarded. Key personnel are identified as case managers, service coordinators, community health workers, and budget managers. The offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.
- e) Indicate how many clients serviced in the last two years and the percentage of business revenue derived from client engagements; and
- f) Describe two project successes and two project failures of case management and services and support engagement. Include how each experience improved the Offeror's services.
- g) Organization experience should not be more than 10 pages, double-spaced 12-point font, times new roman, 1 inch margins).

2. Organizational References

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

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

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and

- e) Client project manager's name, telephone number, fax number and e-mail address.

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

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

3. Mandatory Specification

1. Capacity and Capability
 - i. Offerors **must** respond to each specification/service component. The responses should contain a detailed outline of services that are currently available, and/or unavailable in the service area for each specification/service component. Further, the offerors will provide details about the services they would provide in the service area that would enhance the current services to ensure duplication of services and awards is not occurring. If the service component will be a new service component the offerors shall also include how the service component will be established and implemented. If any service component is subcontracted, the offeror should include the name of the anticipated subcontractor. Offerors must have established subcontractors. Offerors should identify if the organization is currently providing relevant service components, how the services are currently being provided, and a detailed plan on how new service components may be provided to clients served.
 - ii. Offerors should include detailed projected outcomes of the potential award. These projections should include specific kinds of services, populations, implementations, and data of individuals served in each service component if the award was granted.

Response to: Organizational Experience, Organizational References and Mandatory specifications should not be more than fifteen pages (15) double spaced, 12-point font, times new roman, 1-inch margins)

4. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30**

and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.

C. BUSINESS SPECIFICATIONS

1. Campaign Contribution Disclosure Form

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

2. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by average hourly labor costs for YEAR 1-4 by dividing each year’s average by 4. Provide separate pricing information for each of the four (4) possible years.

D. 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.

Evaluation Factors <i>(Correspond to section IV.B and IV.C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	200
B.1b Self Directed Home and Community Based Programs	100
B.1.c. Self-Directed Veteran’s Program Experience	100
B. 2. Organizational References	100
B. 3. Mandatory Specification	
B.3.1 Capacity and Capability	200
B.4. Letter of Transmittal	Pass/Fail
C. Business Specifications	
C.1. Campaign Contribution Disclosure Form	Pass/Fail
C.2. Cost	300
TOTAL POINTS AVAILABLE	1,000

Table 1: Evaluation Point Summary

Failure to complete and return the signed Letter of Transmittal and Campaign Contribution Disclosure Form will result in your proposal being disqualified and your proposal will not be considered.

E. EVALUATION FACTORS

1. Organizational Experience (200 Points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise, and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes. The maximum number of points awarded will be 200 points. Offerors with experience working with self-directed Home & Community Based programs including Veteran directed programs will receive an additional 100 points.

2. Organizational References (100 Points)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offerors will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of the information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. Mandatory Specifications (200 Total Points)

The Evaluation Committee will evaluate the Offeror's proposal by determining the reliability, stability, and expertise of the offeror from the totality of responses provided. Criteria will be based on four objectives, to determine the awarding of points to two categories.

The four objectives are:

1. The Offeror's validity of response.
2. The Offeror's perceived capability in performing/presenting the specification.
3. The Offeror's existing presence providing similar services.

The Mandatory Specifications will be scored in two categories:

1. Capacity and Capability and; (200 Points)

Each section "Capacity and Capability" and "Proximity to Location" will be awarded up to 100 points maximum for a total of 200 maximum points.

Response to: Organizational Experience, Organizational References and Mandatory specifications should not be more than fifteen pages (15) double spaced, 12-point font, times new roman, 1-inch margins)

4. Letter of Transmittal (Pass/Fail)

Pass/Fail only. No points assigned.

5. Campaign Contribution Disclosure Form (Pass/Fail)

Pass/Fail only. No points assigned.

6. Cost (300 Points)

Cost will be measured by the offeror's average hourly labor costs. The evaluation committee will average the total Fiscal Year 1 hourly costs (Each Offerors Cost) to determine available award points/lowest responsive Offeror's Average labor cost.

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

$$\frac{\text{Lowest Responsive Offeror's}}{\text{Offeror's Cost}} \times \text{Available Award 300 Points}$$

F. EVALUATION PROCESS

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

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

Responsive proposals will be evaluated on the factors in Section IV.D., which have been assigned a point value in Section IV.E. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section IV.E will be recommended for the award (as specified in Section II.B.8.). Please note, however, that a serious deficiency in the response to any factor may be grounds for rejection regardless of the overall score.

New Mexico Preferences will not be used for evaluation purposes because the resulting services will be paid for with Federal Funds.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**Aging & Long-Term Services Department
Financial Management Services
RFP #25-624-3000-0002**

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00 PM MST by as per schedule Section II. A., Sequence of Events Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Gary O. Chavez, CPO

E-mail: altsd.procurement@altsd.nm.gov

Subject Line: ALTSD Caregiver Support Services

RFP# 25-624-3000-0002

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money

or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

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

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan-Grisham and/or Lt. Governor Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____
Purpose of Contribution(s)	_____ _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award(s). The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

**STATE OF NEW MEXICO
AGING & LONG-TERM SERVICES DEPARTMENT**

PROFESSIONAL SERVICES CONTRACT #25-624-3000-XXXX

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **AGING & LONG-TERM SERVICES DEPARTMENT**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work per Attachment 1, Scope of Work.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for 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 GSD/SPD. 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 GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

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 Procuring Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under

this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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. 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 General Services Department/State Purchasing Division 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

20. 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.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 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.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:
Esperanza Lucero, Director
Adult Protective Services
Aging & Long-Term Services Department
8500 Menaul Blvd NE, Suite B-350
Albuquerque, NM 87120

To the Contractor:
[insert name, address and email].

25. 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.

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

By: _____
Jen Paul Schroer, Cabinet Secretary
Aging & Long-Term Services Department

Date: _____

By: _____
Anastasia Martin, General Counsel – Certifying legal sufficiency

Date: _____

Aging & Long-Term Services Department

By: _____
Latisia Ortiz, ASD Director
Aging & Long-Term Services Department

Date: _____

By: _____
Contractor

Date: _____

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: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

Attachment 1
Scope of Work
RFP# 25-624-3000-0002

***Scope of work will be added at time of award to allow for specific categories awarded.**

Attachment 2
BUDGET
RFP# 25-624-3000-0002

*Budget will be based on service categories awarded.

APPENDIX D
COST RESPONSE FORM

APPENDIX D

LINE-ITEM BUDGET INSTRUCTIONS

GENERAL:

Appendix D is a line-item budget to itemize funding requested from the ALTSD for the contract year.

Unallowable costs include, but are not limited to, the purchase or lease of land; the purchase of vehicles; the purchase of buildings and structures; and major remodeling of buildings and structures. Capital purchases costing more than \$5,000 must be approved by the ALTSD prior to purchase. Title to any capital purchases made with funds awarded through this RFP remains with the ALTSD.

SPECIFIC:

There are Seven (7) category totals and one grand total. The category totals are the sums of the following:

1. Personnel Expenses

Under "Position/Title Description," list each staff position separately and provide salary and percentage of effort as percentage of FTE devoted to this award. Each staff person's role listed in the budget must be described in the application narrative and each staff person mentioned in the narrative must be listed in the budget as either ALTSD or grantee share, or both.

2. Personnel Fringe

Under "Purpose/Description," identify the types of fringe benefits to be covered and the costs of benefits for each staff position. Allowable fringe benefits typically include FICA, Worker's Compensation, Retirement, SUTA, Health and Life Insurance, IRA, and 401K. You may provide a calculation for total benefits as a percentage of the salaries to which they apply or list each benefit as a separate item. Holidays, leave and other similar benefits are not included in the fringe benefit rates, but are absorbed into the personnel expenses (salary) budget line item.

3. Travel

Describe the purpose for which program staff will travel. Provide a calculation that includes itemized costs for airfare, transportation, lodging, per diem, and other travel-related expenses multiplied by the number of trips per staff member.

4. Supplies & Equipment

Include the amount of funds to purchase consumable supplies and materials, including lease and purchase of equipment up to \$5,000 per unit. Purchase of capital items (items over \$5,000/unit) are unallowable under this contract unless requested and approved in advance and in writing by ALTSD.

TOTALS			
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5. CONTRACTUAL AND CONSULTANT SERVICES				
Purpose/Description	Calculation (Costs multiplied by unit)	Total Amount	ALTSD Share	Leveraged Share
TOTALS				

6. STAFF TRAINING				
Purpose/Description	Calculation (Costs multiplied by unit/hour)	Total Amount	ALTSD Share	Leveraged Share
TOTALS				

7. Other Program Operating Costs				
Purpose/Description	Calculation (Costs multiplied by unit)	Total Amount	ALTSD Share	Leveraged Share
TOTALS				

GRAND TOTALS

--	--	--

APPENDIX D.1 BUDGET NARRATIVE INSTRUCTIONS

GENERAL:

The offeror must complete and return a Budget Narrative and shall describe and justify in detail all the proposed line-item expenditures listed in Appendix D to fully support the proposed project funding.

SPECIFIC:

Column 1 – (Line Item) Enter each line item included in the Budget.

Column 2- (Base Request) - Enter the total amount supporting each line item as proposed in the Line-item Budget. This shall include both the ALTSD and Leveraged Share amounts.

Column 3 -Justification/Description

Provide a detailed narrative that supports the TOTAL line-item amount. This information shall include the basis supporting the amount proposed (eg. Pay Rates, Mileage, Reimbursements rates, and individual benefit costs and the like)

Note: Verify that the total amount listed in the Base Amount column equals the grand total listed in the Line-Item Budget (Appendix D).

<u>COLUMN 1</u> <u>LINE ITEM</u>	<u>COLUMN 2</u> <u>BASE AMOUNT \$</u>	<u>COLUMN 3</u> <u>JUSTIFICATION/DESCRIPTION</u>

APPENDIX D.2 OTHER FUNDING SOURCES INSTRUCTIONS

Appendix D.2 shall be completed to describe the sources of leveraged funds proposed to deliver the required services. This shall include the length of commitment of leveraged funds and a plan to sustain and increase leveraged funds for the duration of the contract.

OTHER FUNDING SOURCES (Description) - Enter the source of funding.

AMOUNT \$ - Enter the total amount of leveraged funding from the Non ALTSD source to be contributed to delivering the SOW.

SUMMARY/PLAN - Provide an overall summary narrative to include the length of commitment of leveraged funds and a plan to sustain and increase leveraged funds for the duration of the contract.

<u>OTHER FUNDING SOURCES</u>	<u>AMOUNT \$</u>	<u>SUMMARY/PLAN</u>

APPENDIX E

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 25-624-3000-0002

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM BTIN#	

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

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

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

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
- The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

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

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

_____, 20_____
Authorized Signature and Date (Must be signed by _____ the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. **The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: altsd.procurement@altsd.nm.gov by 3:00PM MST/MDT on August 21, 2024 for inclusion in the evaluation process.** The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 25-624-3000-0002
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of New Mexico, Aging & Long-Term Services Department via e-mail at:

Name: Gary O. Chavez, CPO
Email: altsd.procurement@altsd.nm.gov

Forms must be submitted no later than 3:00 PM MST/MDT by as per schedule Section II. A., Sequence of Events, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at 505-470-7823, altsd.procurement@altsd.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

QUESTIONS:

1. In what capacity have you worked with this offeror in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: