

**AGING & LONG-TERM SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**Addressing the Needs of Individuals with Alzheimer's  
Disease and Other Dementia in New Mexico**



**RFP# 23-62400-1000-01583**

RFP Release Date: May 8, 2023

Proposal Due Date: June 5, 2023

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

# Table of Contents

<b>I. INTRODUCTION.....</b>	<b>1</b>
A.    PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B.    BACKGROUND INFORMATION .....	1
C.    SCOPE OF PROCUREMENT.....	1
D.    PROCUREMENT MANAGER.....	3
E.    PROPOSAL SUBMISSION .....	3
F.    DEFINITION OF TERMINOLOGY.....	3
G.    PROCUREMENT LIBRARY .....	9
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>10</b>
A.    SEQUENCE OF EVENTS .....	10
B.    EXPLANATION OF EVENTS .....	10
1.    Issue RFP .....	10
2.    Acknowledgement of Receipt Form .....	10
3.    Pre-Proposal Conference .....	11
4.    Deadline to Submit Written Questions .....	11
5.    Response to Written Questions .....	11
6.    Submission of Proposal.....	12
7.    Proposal Evaluation.....	12
8.    Selection of Finalists .....	13
9.    Oral Presentations .....	13
11.    Contract Awards .....	13
12.    Protest Deadline .....	13
C.    GENERAL REQUIREMENTS.....	14
1.    Acceptance of Conditions Governing the Procurement.....	14
2.    Incurring Cost.....	14
3.    Prime Contractor Responsibility .....	14
4.    Subcontractors/Consent .....	14
6.    Offeror’s Rights to Withdraw Proposal.....	15
7.    Proposal Offer Firm.....	15
8.    Disclosure of Proposal Contents.....	15
9.    No Obligation.....	16
10.    Termination.....	16
11.    Sufficient Appropriation .....	16
12.    Legal Review .....	16
13.    Governing Law.....	16
14.    Basis for Proposal .....	16
15.    Contract Terms and Conditions .....	16
16.    Offeror’s Terms and Conditions.....	17
17.    Contract Deviations .....	17
18.    Offeror Qualifications .....	17
19.    Right to Waive Minor Irregularities.....	17
20.    Change in Contractor Representatives .....	18
21.    Notice of Penalties.....	18
22.    Agency Rights .....	18
23.    Right to Publish.....	18
24.    Ownership of Proposals.....	18

25. Confidentiality .....	18
26. Electronic mail address required .....	19
27. Use of Electronic Versions of this RFP .....	19
28. New Mexico Employees Health Coverage .....	19
29. Campaign Contribution Disclosure Form .....	19
30. Letter of Transmittal .....	19
31. Disclosure Regarding Responsibility .....	20
32. New Mexico/Native American Resident Preferences .....	22
<b>III. RESPONSE FORMAT AND ORGANIZATION .....</b>	<b>23</b>
A. NUMBER OF RESPONSES .....	23
**PLEASE MAKE SURE TO CLEARLY IDENTIFY THE NUMBER OF PROPOSALS TOTAL BY INDICATING "1 OF 3, 2 OF 3, 3 OF 3, ETC." ON THE COVER. ....	23
B. NUMBER OF COPIES .....	23
ELECTRONIC SUBMISSION ONLY .....	23
C. PROPOSAL CONTENT AND ORGANIZATION .....	24
<b>IV. SPECIFICATIONS.....</b>	<b>26</b>
A. DETAILED SCOPE OF WORK .....	26
<b>POPULATION TO BE SERVED .....</b>	<b>26</b>
<b>APPLICATION ELIGIBILITY AND LOGISTICS.....</b>	<b>26</b>
B. TECHNICAL SPECIFICATIONS.....	40
1. Organizational Experience.....	40
2. Organizational References.....	41
4. Desirable Specification .....	42
C. BUSINESS SPECIFICATIONS .....	42
1. Financial Stability.....	42
2. Letter of Transmittal Form.....	43
3. Campaign Contribution Disclosure Form .....	43
4. Oral Presentation.....	43
5. Cost.....	44
6. New Mexico/Native American Resident Preferences .....	44
<b>V. EVALUATION.....</b>	<b>45</b>
A. EVALUATION POINT SUMMARY .....	45
B. EVALUATION FACTORS .....	46
2. B.2 Organizational References (125 Points) .....	46
B.3 Mandatory Specifications (200 Points Total) .....	46
C. EVALUATION PROCESS .....	47
C.1 Financial Stability (See Table 1).....	47
C.2 Letter of Transmittal (See Table 1).....	47
C.3 Campaign Contribution Disclosure Form (See Table 1) .....	48
C.4 Oral Presentation (200 Points).....	48
C.5 Cost (See Table 1).....	48
3. C.6. New Mexico/Native American Resident Preferences .....	49
<b>APPENDIX A.....</b>	<b>50</b>
<b>ACKNOWLEDGEMENT OF RECEIPT FORM .....</b>	<b>50</b>
<b>APPENDIX B .....</b>	<b>52</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....</b>	<b>52</b>

<b>APPENDIX C .....</b>	<b>55</b>
<b>DRAFT CONTRACT.....</b>	<b>55</b>
<b>STATE OF NEW MEXICO .....</b>	<b>55</b>
<b>APPENDIX D.....</b>	<b>63</b>
<b>COST RESPONSE FORM .....</b>	<b>63</b>
<b>APPENDIX E .....</b>	<b>75</b>
<b>LETTER OF TRANSMITTAL FORM .....</b>	<b>75</b>
<b>APPENDIX F .....</b>	<b>77</b>
<b>ORGANIZATIONAL REFERENCE QUESTIONNAIRE .....</b>	<b>77</b>

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Contractor(s) to aid the New Mexico Aging and Long-Term Services Department (ALTSD), Office of Alzheimer's & Dementia Care (OADC) in the implementation of the New Mexico State Plan for Alzheimer's Disease and Other Dementias (2022-2025) by providing an array of services and supports for persons with Alzheimer's Disease and Other Dementias, and their caregivers throughout the state.

## **B. BACKGROUND INFORMATION**

To address the Alzheimer's Disease and caregiving crisis in New Mexico, the Aging and Long-Term Services Department's mission is to support older adults and adults with disabilities to live on their own terms in their own communities with the highest possible quality of life.

To achieve this, a primary goal of the Agency is to support the health and well-being of New Mexicans with Alzheimer's disease and other dementias and their caregivers, through high quality and culturally appropriate education, training and supportive services regarding Alzheimer's disease and other dementias throughout the state.

The New Mexico State Plan for Alzheimer's Disease & Other Dementias (2022-2025) is overseen by the Office of Alzheimer's & Dementia Care. The development of the State Plan was a cooperative effort, involving input from state and federal agencies, organizations, and individuals throughout the state.

The objective of the New Mexico State Plan for Alzheimer's Disease and Other Dementias is to develop the capacity of New Mexico's state infrastructure of supporting networks by implementing strategic steps to improve the quality of life for families caring for an individual with Alzheimer's Disease and Other Dementias that will: increase community awareness of the symptoms of Dementia, provide linkages for referral, accurate assessment/diagnosis of Dementia, develop a family Dementia Care Plan across a continuum of services as needs change, and to coordinate supportive services. Services and support include education, training, information and assistance, support groups, care coordination, culturally and linguistically appropriate caregiver training, self-directed respite care and safety programs.

There are a total of four (4) projects that are available for bid. The four projects can all be bid on as a whole or they can be bid on individually.

## **C. SCOPE OF PROCUREMENT**

The contract shall be effective for one year from the date of the award, unless amended or terminated pursuant to its terms. The ALTSD may extend the contract for up to three additional one-year periods. The contract shall not become effective until approved in writing by the General

Services Department, Contract Review Bureau. Contracts funded through this RFP will be awarded for the period beginning with the date of approval by the General Services Department, Contract Review Bureau, (inclusive of any extensions), on a year-by-year basis for a period not to exceed four (4) year's total.

Contract awards are contingent upon funds appropriated by the State legislature. This request for proposals will result in **multiple awards for services statewide**. Total State General Funding available under this RFP is **approximately \$ 622,750.00** for year one. Each organization's proposal shall include evidence of its experience and expertise in the proposed service areas.

The total amount payable to the Contractor under this RFP, including gross receipts tax, expenses, and administrative costs **shall not exceed the following amounts** under Projects as follows:

Project #1: **Dementia-Friendly/Dementia-Capable New Mexico/Gatekeepers Project**  
**\$130,000.00**

Project #2: A) **Community Outreach, Education and Awareness; -AND- B) Silver Alert \*2A) and 2B) MUST** be bid together.  
**\$70,000.00**

Project #3: A) **Regional Memory Disorder Clinics Pilot Program; -AND- B) Dementia Care Navigator(s) Pilot Program \*3A) and 3B) MUST** be bid together.  
**\$322,750.00**

Project #4: **Respite Care Services**  
**\$100,000.00**

**These amounts are a maximum and not a guarantee that the work assigned to be performed by Contractor under this agreement shall equal the amount stated herein.**

#### **Funding Availability**

Funding is subject to current and future appropriations from the New Mexico legislature and other funding sources for the period of this RFP. No guarantee is made or implied by the State of New Mexico or ALTSD that the amounts allocated to this RFP will result in contracts equal to that amount.

The Agency may adjust any proposed allocation to the Offeror based on the need of the Agency and any additional limitations set forth through mandates included in the appropriations.

Dependent upon allocations from the State legislature, the Offeror successfully awarded a contract through this procurement may be eligible for future funding.

#### **Eligible Offerors**

Eligible Offerors include public or private organizations.

This RFP will result in multiple awards.

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

#### **D. PROCUREMENT MANAGER**

Aging & Long-Term Services Department (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: Marlene Acosta, Procurement Manager  
Telephone: (505) 469-0311  
Email: [marlene.acosta@altsd.nm.gov](mailto:marlene.acosta@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 SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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. 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 email to [altsd.procurement@altsd.nm.gov](mailto:altsd.procurement@altsd.nm.gov) Refer to Section III.B.1 for instructions.*

#### **F. DEFINITION OF TERMINOLOGY**

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

1. **“AD – (Alzheimer’s Disease)”** A progressive neurodegenerative disease that is a type of dementia.
2. **“AD/OD - (Alzheimer’s Disease and Other Dementias)”** A term to describe all forms of dementia including Alzheimer’s disease.

3. “**ADS – (Adults with Down Syndrome)**” Down syndrome is caused by the presence of all or part of a third copy of chromosome 21. It is usually associated with physical growth delays, mild to moderate intellectual disability, and characteristic facial features.
4. “**Agency**” means the State Agency sponsoring this Procurement.
5. “**Aging and Disability Resource Center**” (**ADRC**) means the single-point-of-entry center administered by the ALTSD, offering a toll-free hotline statewide to assist persons in accessing information and services, such as in-home and community-based services, caregiver resources, Medicare and Medicaid guidance, legal services, and reporting adult abuse, neglect and/or exploitation.
6. “**APS - (New Mexico Adult Protective Service)**” Committed to protecting the safety of adults who are not able to protect themselves and to promoting the personal choice and self-determination of all adults.
7. “**Area Agency on Aging**” (**AAA**) means an organization or agency designated to administer a planning and service area for the delivery of services and supports to older adults.
8. “**Award**” means the final execution of the contract document.
9. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
10. “**CIT (Crisis Intervention Team)**” A Crisis Intervention Team (CIT) program is an innovative, community-based approach to improve the outcomes of these encounters.
11. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
12. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, § 57-3A-1 to-7. See also 1.4.1.45 NMAC. 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.
13. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
14. “**Contractor**” means any business having a contract with a state agency or local public body.
15. “**DCN - (Dementia Care Navigators)**” Coordination of regional social and medical services into a seamless integrated infrastructure that will provide a continuum of appropriate supportive services during the progression of dementia.



16. “**Desirable**” – the terms” may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
17. “**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.
18. “**DD – (Developmental Disabilities)**” Describes any one of several conditions that emerge during key developmental periods in childhood which significantly impact a person's physical, cognitive, or behavioral health.
19. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via Email to the ALTSD email given in the RFP.
20. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the original document contains. The electronic version/copy CANNOT be emailed.
21. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
22. “**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.
23. “**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.
24. “**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, as explained in Section II.B.8.
25. “**Health Fairs and Outreach Events**” means educational and interactive exhibits at various venues to provide outreach to people in the community, in the areas of health and wellness, disease prevention and disease management, informational resources and support services.
26. “**Helpline**” means a toll-free phone line that operates twenty-four hours a day, seven days a week, available at a minimum, in English and Spanish languages, staffed by trained professionals to assist callers with understanding Alzheimer’s disease and dementia, and to provide information on general aging, community resources and supports and basic legal and financial issues.

27. “**HBCS – (Home Base Community Services)**” Provides opportunities for Medicaid beneficiaries to receive services in their own home or community rather than institutions or other isolated settings.
28. “**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.
29. “**IT**” means Information Technology.
30. “**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.
31. “**Media impressions**” means the point at which content information is viewed or interacted with by a consumer. This may include print, radio, and web-based formats.
32. “**MCI – (Mild Cognitive Impairment)**” Early onset of signs for dementia (prior to age 65).
33. “**MDC – (Memory Disorder Clinic)**” Clinics that assess and diagnose Alzheimer’s disease and other Dementias.
34. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
35. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
36. “**NM OADC - (Office of Alzheimer’s and Dementia Care) – or OADC**” The Office of Alzheimer’s & Dementia Care is a part of the New Mexico Aging and Long-Term Services Department. Established in 2013, the Office of Alzheimer’s and Dementia Care works diligently with all New Mexicans to continue to address the challenges associated with Dementia and Alzheimer’s Disease and oversees the development of the New Mexico State Plan for Alzheimer’s Disease and Other Dementias.
37. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
38. “**Other Dementia Care Service Providers**” means public and private organizations in NM providing home and community-based health, long-term and/or respite care, training and support services to persons with Alzheimer’s disease or other dementias and their caregivers.
39. “**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.

40. **“Procuring Agency”** means Aging & Long-Term Services Department (ALTSD).
41. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter or administer contracts as a result of the RFP procurement.
42. **“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.
43. **“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.
44. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
45. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror’s 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.
46. **“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.
47. **“Rural”** as defined by the US Census Bureau, means all population, housing and territory not included within an urban area.
48. **“SAMS Data Base”** means the Social Assistance Management computer program used by the ALTSD and its providers to report program data.
49. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded to ALTSD email.
50. **“Silver Alert”** means a New Mexico state law, passed in 2013, that requires notification relating to an endangered person confirmed to be a missing person, who is fifty (50) years or older and for whom there is clear indication of irreversible deterioration of intellectual faculties. Refer to DPS policy OPR:43 Amber Alert/Silver Alert/Endangered Person Advisory for more information.

51. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
52. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
53. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.
54. **“State (the State)”** means the State of New Mexico.
55. **“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.
56. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal, pursuant to Section III.C.1. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
57. **“TPNs - (Tribes/Pueblos/Nations)”** There are 23 American Indian tribes located in New Mexico – nineteen Pueblos, three Apache Tribes and the Navajo Nation.
58. **“UNMMAC – (University of New Mexico Memory and Aging Center)”** The Memory & Aging Center at UNM is the only New Mexico center devoted to Alzheimer’s and dementia research and treatment.
59. **“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.
60. **“Urban”**, as identified by the U.S. Census Bureau, means two types of areas: Urbanized Areas (UAs) of 50,000 or more people, and Urban Clusters (UCs) of at least 2,500 and less than 50,000 people.
61. **“Written”** means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document 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 this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

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

Other relevant links:

Listed below are additional links for documents to the ALTSD website, which Offerors might find useful in the development of proposals:

<https://nmaging.state.nm.us/>

[https://nmaging.state.nm.us/uploads/documents/New\\_Mexico\\_State\\_Plan\\_for\\_Alzheimers\\_Disease\\_and\\_Other\\_Dementia\\_FINAL\\_2022.pdf](https://nmaging.state.nm.us/uploads/documents/New_Mexico_State_Plan_for_Alzheimers_Disease_and_Other_Dementia_FINAL_2022.pdf)

New Mexico Taxation and Revenue Department:

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

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

New Mexico General Services Department – Pay Equity:

[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

## 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	<b>May 8, 2023</b>
2. Acknowledgement of Receipt Form	Potential Offerors	<b>May 18, 2023</b>
3. Pre-Proposal Conference	ALTSD	<b>May 18, 2023</b>
4. Deadline to submit Written Questions	Potential Offerors	<b>May 22, 2023</b>
5. Response to Written Questions	Procurement Manager	<b>May 24, 2023</b>
<b><i>DATES BELOW ARE SUBJECT TO CHANGE</i></b>		
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>June 5, 2023</b>
7.* Proposal Evaluation	Evaluation Committee	<b>June 6-June 12, 2023</b>
8.* Selection of Finalists	Evaluation Committee	<b>June 13, 2023</b>
9.* Oral Presentation(s)	Finalist Offerors	<b>June 16, 2023 (estimated)</b>
10.* Finalize Contractual Agreements	ALTSD/Finalist Offerors	<b>June 20, 2023</b>
11.* Contract Awards	ALTSD/ Finalist Offerors	<b>July 1 or upon approval by Contract Review Bureau</b>
12.* Protest Deadline	ALTSD	<b>+15 days</b>

\* Dates indicated in Events 7 through 13 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 ALTSD on the date indicated in Section II.A, Sequence of Events.

#### 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](mailto:altsd.procurement@altsd.nm.gov) to have their organization placed on the procurement Distribution List. The form must be returned to the

Procurement Manager by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

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. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM, MST/MDT via **Microsoft Teams**.

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

**Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal. Offerors are to contact Procurement Manager to request invitation to Pre-Proposal Conference, no later than May 15, 2023, via email at [altsd.procurement@altsd.nm.gov](mailto:altsd.procurement@altsd.nm.gov). Please ensure you are given confirmation of your request to attend.**

### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager 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.

### 5. 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 Questions and Answers will be posted to:  
<https://nmaging.state.nm.us/for-our-partners>

## 6. Submission of Proposal

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

THERE WILL BE ONE TECHNICAL PROPOSAL AND ONE COST PROPOSAL **PER OPTION** AN OFFEROR IS SUBMITTING A PROPOSAL FOR.

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 email provided by the deadline set forth in this RFP. 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 will be deemed late. Further, a submission that is not fully complete and received via the email provided 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 PROPOSAL CAN BE ACCEPTED.***

**Proposals must be submitted electronically via the email provided. Refer to Section III.B.1 for instructions.** Proposals submitted by facsimile, or other electronic means other than through the SPD 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 NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## 7. 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.



## **8. Selection of Finalists**

The Evaluation Committee will select finalists *per project*, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. Mandatory oral presentations will be held on June 16, 2023, at 10:00 AM MST/MDT. Finalists will be comprised of the offerors receiving the highest cumulative scores per project in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications, and Section IV.B.4 Desirable Specifications.

## **9. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8 above, *shall be required* to conduct an oral presentation via Microsoft Teams 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 per project in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, Section IV.B.3 Mandatory Specifications, and Section IV.B.4 Desirable Specifications.

## **10. 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.

## **11. 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.

## **12. 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 15<sup>th</sup> 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:

Jennifer Scott, Assistant General Counsel  
Aging and Long-Term Services Department  
2550 Cerrillos Road  
Santa Fe, New Mexico 87505  
Email: Jennifer.Scott@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 to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, 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 a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Should subcontractors be utilized, the Contractor will provide to the Agency what the subcontractor's role will be. 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, NMSA 1978, § 57-3A-1 to -7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, 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 the Evaluation Committee), 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.15 for requirements.

## **17. Contract Deviations**

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

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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, NMSA 1978, § 13-1-28 to -199, 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 or SPD.

## **25. Confidentiality**

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

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

## 26. Electronic mail address required

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

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://nmaging.state.nm.us/for-our-partners>

## 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 a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS).
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 necessary if the responses differ from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award.
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, 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, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services, or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply;



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

### **32. New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of NMSA 1978, Section 13-1-21 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**In accordance with NMSA 1978, Section 13-1-21(H), an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

**\*A physical copy of either certificate must be in the proposal. Points will not be given for any offeror that indicates they have “applied” for either certificate.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit one proposal *per project* in response to this RFP.

**One proposal equals one (1) Technical and one (1) cost proposal.**

**\*If you are bidding on three (3) projects you will submit three (3) Technical Proposals and three (3) Cost Proposals, clearly identified.**

**\*\*Please make sure to clearly identify the number of proposals total by indicating “1 of 3, 2 of 3, 3 of 3, etc.” on the cover.**

#### B. NUMBER OF COPIES

##### **ELECTRONIC SUBMISSION ONLY**

##### **1. Proposals in response to this RFP must be submitted to:**

**[altsd.procurement@altsd.nm.gov](mailto:altsd.procurement@altsd.nm.gov)**

The Offeror must submit one single electronic copy of each portion of its proposal, *per project*. (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 Offeror’s proposal **must** be submitted in separate uploads as indicated below in this section must be prominently identified as **“Project #1 Technical Proposal, 1 of ”** or **“Project #1 Cost Proposal, 1 of ”** on the front page of each upload and in subject line of email along with RFP#.

a) **Technical Proposals** – One (1) ELECTRONIC upload, **per project** must be organized in accordance with **Section III.C.1. 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.7 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**

- One (1) ELECTRONIC version *per project* of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.42) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.32) ELECTRONIC version *per project* 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 *per project* 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.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL CONTENT AND ORGANIZATION

**Each proposal** must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

**Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience
  - b. Organizational References
  - c. Oral Presentation
  - d. Mandatory Specification
  - e. Desirable Specification
  - f. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
  - g. Performance Surety Bond (if applicable)
  - h. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D, D1, D2, & D3)

A Proposal Summary may be included in **each** 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.**

**\*Failure to submit one proposal per project, clearly identified, will result in disqualification of offeror.**

**(1 Technical & 1 Cost = 1 Proposal per project)**

**Offeror will only be considered for the project identified on Technical/Cost proposal.**

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

The New Mexico Aging and Long-Term Services Department promotes the provision of accessible, integrated services to older adults, adults with disabilities, and caregivers to assist these adults in maintaining their independence, dignity, autonomy, health, safety, and economic well-being, thereby empowering them to live on their own terms in their own communities as productively as possible. The purpose of the Scope of Work is to define the responsibilities of Contractor in support of this goal.

The intent of the contract is to provide well-organized, inclusive, and high-quality services designed to improve the health, safety, and activity levels of adults across the State of New Mexico.

Evidence-based health promotion classes, outreach and activities are to be coordinated and implemented throughout the year in a manner which will maximize participation throughout the State. To achieve the desired outcomes, the Contractor must maintain the fidelity of the selected evidence-based programs(s) and other programs as described by the program developer.

The Contractor agrees to administer and complete services pursuant to the terms of this Scope of Work. The Contractor agrees to provide supervision to all staff participating on this project.

### **POPULATION TO BE SERVED**

Adults aged 40 years and older.

Adults with Mild Cognitive Disorder, Dementia, Alzheimer's Disease

### **Application Eligibility and Logistics**

A range of types of entities are encouraged to apply. Applicants should understand and represent a diverse cross section of the State reflective of geography, urban/rural/frontier, tribal communities, and underserved communities.

More than one organization may partner in a single application, but one organization must be designated as the lead applicant, recipient, and manager of award funds. The lead applicant will be required to submit letters of commitment from the partnering organizations confirming their participation in the proposed local model.

**PROJECTS AVAILABLE FOR BID:**

**Please be advised that Projects #1-4 (below) are available for bid:**

- Project #1     Dementia-Friendly/Dementia-Capable New Mexico/Gatekeepers Project
  
- Project #2     A) Community Outreach, Education and Awareness; -AND- B) Silver Alert \*2A) and 2B) **MUST** be bid together.
  
- Project #3     A) Regional Memory Disorder Clinics Pilot Program; -AND- B) Dementia Care Navigator(s) Pilot Program \*3A) and 3B) **MUST** be bid together.
  
- Project #4     Respite Care Services

**CONTRACTOR MUST SPECIFICALLY STATE WHICH PROJECT(S) THEY ARE BIDDING ON FOR CONSIDERATION!!!**

**Project #1:    Dementia-Friendly/Dementia-Capable New Mexico Initiative:**

New Mexico has many people at risk of or living with dementia. They live alone or with family and they use all service systems, public and private. People with dementia rely on their families and faith communities, grocery stores and banks, and medical, health and long-term support services, among other services. The long, slow process of most dementias means that the needs of people with the condition and their caregivers change and become more intense over time.

Communities throughout the United States are becoming dementia friendly. In these communities, residents, agencies, businesses, and service providers are learning about dementia through education and awareness efforts and helping people with the condition and their caregivers as they go about their daily lives.

Dementia-friendly communities involve improved customer service at participating agencies and businesses, supportive faith or spiritual communities, emergency services that understand dementia, and suitable transportation and public spaces.

Given the impact of the condition on people and communities, services systems that wish to be Dementia-Friendly should consider adopting key aspects of the model that apply to their mission.

- 1.1 Contractor will work collaboratively with the OADC and New Mexico Communities in the development and implementation of the Dementia-Friendly/Dementia-Capable New Mexico Project. The contractor will perform work utilizing aspects of the Dementia

Friendly America principles, tool kits, goals, evaluation, and technical assistance. Examples of those involved in a Dementia Friendly America community are: Businesses and Banking; Law Enforcement and First Responders; Health Care Systems; Faith Communities; Local Governments; Community Members; Restaurants, Grocery Stores, Libraries; Employers; and Residential Care and Community Services.

- 1.2 Utilizing aspects of the Dementia Friendly America model, Contractor will collaborate with the OADC on the development and implementation of a 4-year plan in guiding communities, businesses and organizations in New Mexico to be “Dementia Friendly/Dementia Capable” and utilizing community sector guides. There is a strong emphasis placed on developing and maintaining community relationships and travel to communities are expected at various phases of the process. There will be at least 10 Communities/counties developed/participating per year.
- 1.3 Contractor will ensure that education, information, and programming shall be culturally and linguistically appropriate given the diversity of New Mexico culture. Contractor will be supported to this end by various departments within State Government.
- 1.4 Contractor will work collaboratively with the OADC and New Mexico communities to integrate Age Friendly and Dementia Friendly efforts as follows:
  - I. Conduct/attend outreach and promotional activities (minimum of 6 per year)
  - II. Program.
  - III. Contractor will work collaboratively with the OADC on sustainability of community initiatives.
- 1.5 Contractor will work with ALTSD/OADC on the education, promotion, and enrollment for the Special Needs Registry.
- 1.6 Contractor will collaborate with OADC and Stakeholders to educate themselves about both the availability of existing resources, and those being developed, within the communities they are serving.

### **Gatekeepers Project:**

- 1.7 In conjunction with aspects of the Dementia Friendly America project, Contractor will work collaboratively with the OADC and New Mexico communities in the development and implementation of a community “Gate-Keepers Training Program.” Gatekeepers are everyday workers who are trained to identify at-risk older adults and caregivers (e.g., bank tellers, health care providers, store clerks, home delivery staff, clergy, pharmacies, senior centers, meter readers, landlords, Adult Protective Services, law enforcement, first responders, etc.) to recognize the warning signs of dementia, elder abuse (physical, psychosocial, sexual, financial, neglect, and suicidal behavior), with crisis contact numbers. As these individuals are more likely to interact with people living with dementia or Alzheimer’s Disease, they are often the first to notice when a person needs extra help. The Gatekeepers are NOT expected to assume the role of Social Workers or Counselors, they



are simply asked to be vigilant while conducting their daily work and make referrals for those in need.

- 1.8 Contractor will work to ensure that Gatekeeping Training includes but is not limited to: common symptoms of dementia versus normal age-related memory loss; tips for communicating with customers experiencing memory loss or confusion; and resources for additional support. Contractor will include these types of educational programming and training in developing and administering the Dementia-Friendly/Dementia Capable New Mexico Project during presentations to various communities in New Mexico.
- 1.9 Contractor will work with the Office of Alzheimer's & Dementia Care and will collaborate with the NM Adult Protective Services Department in providing broad education to communities on the reporting of any suspected adult abuse, neglect, or exploitation.
- 1.10 Contractor will work in conjunction with the NM Aging and Disability Resource Center in providing communities with information and referral options.

### **Project #2(A): Community Outreach, Education & Awareness:**

Professionals in the health care community can educate and empower New Mexicans with information needed to reduce the risk associated with living with dementia and Alzheimer's Disease. They can offer hope and encouragement and set a positive tone for how people diagnosed with AD/OD can continue to live productive lives, and how their families, friends and caregivers can support them. This can be done by identifying the signs and symptoms, increasing early detection, reducing the stigma around dementia, learning about maintaining brain health and connecting with community resources.

- 2.A.1 Contractor will collaborate with OADC in establishing partnerships with Tribes/Pueblos/Nations, Primary care doctors, clinics, hospitals, and other stakeholders to ensure that dementia and Alzheimer's information and education on a range of social and health care topics and programming are appropriate; and are both culturally and linguistically appropriate.
- 2.A.2 Contractor will develop and implement strategic public-private partnerships to develop and implement a long-term multi-pronged culturally and linguistically appropriate public awareness campaign to increase dementia awareness through strategic media marketing campaigns (television, radio, print and social media) designed to reach specific populations. Strategic media campaigns will be conducted in collaboration with the New Mexico Aging and Long-Term Services Department – Office of Alzheimer's & Dementia Care.
- 2.A.3 Contractor will develop and implement a plan on how it will work with and encourage the provision of education in the New Mexico public and private school

systems on Alzheimer's Disease and Other Dementias, with messages of importance of early detection/diagnosis and benefits of healthy lifestyle choices.

2.A.4 Contractor will provide a brief explanation on how it will develop and implement a "Course of Action" education and training safety protocol to prepare law enforcement and first responders on how to respond to and support individuals with dementia and their families who are in crisis.

2.A.5 Contractor will present within the "Course of Action," a plan on how to mitigate dementia issues for families of all cultures and economic means who find themselves in immediate risk situations requiring an immediate course of action from emergency personnel, including such things as:

- I. A caregiver who is admitted into the hospital and there is no one else to care for the individual with dementia.
- II. A caregiver who passes away and there is no one readily available to care for the individual.
- III. The caregiver cannot meet the needs of the individual with dementia who has a sudden/violent change in behavior.

2.A.6 Contractor will collaborate with ALTSD and provide support on various state-wide elder and vulnerable population campaigns to put an end to elder abuse, such as anti-bullying program initiatives across various care settings, including in-home services, nursing homes, assisted living residences, senior centers, and adult day programs, etc.

2.A.7 Annually, Contractor will provide a minimum of (30) in-person group sessions throughout all regions of the State. Educational materials for group sessions will be either evidence-based or best practice content on the topics of Alzheimer's Disease, Dementia and Mild Cognitive Impairment. Presentations shall be at least one hour in duration. 1 hour presentation = 1 unit reported (the number of individuals attending does not count toward the presentation hours. E.g., 15 people in attendance at one in-group presentation does not mean that there were 15 hours presented!). **NO DEVIATIONS FROM THE AGREED UPON CONTENT OF THE PRESENTATIONS SHALL BE MADE WITHOUT THE CONSENT OF THE OADC.**

2.A.8 Contractor will work with ALTSD in the roll-out, education, promotion, and enrollment for the Special Needs Registry.

## **Project #2(B): Silver Alert**

Enhance the current missing and endangered person alerts. In New Mexico, this is the Silver Alert Advisory. A Silver Alert is issued when a person fifty (50) years or older has an irreversible deterioration of intellectual faculties (such as Alzheimer's Disease, Dementia or another degenerative brain disorder or a brain injury), is

identified as an endangered person (in imminent danger of causing harm to oneself or being harmed by another) and is **confirmed to be a missing person**.

- 2.B.1 In cooperation with the New Mexico Department of Public Safety, contractor will work to support law enforcement agencies via training and education on the operational guidelines for issuance of a Silver Alert Advisory. Contractor will integrate Silver Alert training into communities and with law enforcement officers and first-responders state-wide.
- 2.B.2 Contractor will work with ALTSD in the education, promotion, and enrollment for the Special Needs Registry.

**Project #3 (A): Memory Disorder Clinic(s) (MDC) Pilot Program and, #3 (B) Dementia Care Navigators Pilot Program:**

**(A) Memory Disorder Clinic(s) Pilot Program:**

The entry into the Alzheimer's social and health service network for families caring for an individual can be very confusing and frustrating in finding proper diagnostic assessment and services. It is critical to have an early awareness and appropriate assessment of the type of dementia, to develop an appropriate dementia care plan, and to identify and coordinate the Home Base Community Services (HBCS) needs for intervention and supported services. The Pilot Program consists of three components: 1) Early detection and referral of dementia by implementing the Mild Cognitive Impairment (MCI) program administered by physicians, 2) Creating a work force of trained regional Dementia Care Navigators (DCN) to develop the infrastructure within regions in NM (rural, semi-rural, small urban areas, tribal communities) including referrals and coordination and/or development of social and health care services for the continuum of care for families. 3) Establish regional Memory Disorder Clinics (MDC) to receive referrals for assessment and diagnosis of Dementia. All three components described are evidence-based approaches and have proven to be a very successful approach in reducing the stress on caregivers by centralizing this process of early awareness, referral for assessing, diagnosis, and developing a coordinating Dementia Care Plan. If there is no central assessment process to identify the type of dementia and for the development of an appropriate caregiver plan, then the existing network will continue to be fragmented and costly. New Mexico is a rural state with a relatively small population that is culturally diverse. Because of the size of the state, no one central location is feasible due to the cost of caregiver travel and lack of trained staff. Since there is a limited pool of social and health care providers, it would be impossible to develop a cadre of professionally trained staff throughout the state. Therefore, it is prudent to develop regionalized Dementia Care Navigators associated within regional MDCs for assessment of dementia, to a centralized MDC (UNMMAC) with a full accompaniment of trained professional staff to aid the regional MDC network in confirming diagnosis.

The goal of developing a Regional Memory Disorders Clinic Pilot Program in New Mexico aims to reduce hospitalizations and emergency department visits and avoid institutionalization for those living with Alzheimer’s Disease and Other Dementias. The initial pilot program will consist of developing three (3) regional Memory Disorder Clinics, within identified “high need” communities (rural, small urban and tribal) of New Mexico in the first year.

Initial Cities/locations in New Mexico that have been identified as “high need” are:  
1) Albuquerque (located at UNM Center for Memory & Aging); 2) Las Cruces, 3) Hobbs/Carlsbad/Roswell area.

Memory Disorder Clinics are required to provide comprehensive assessments, assist with diagnostic services, and provide treatment to individuals who exhibit symptoms of Alzheimer’s Disease and Other Dementias. Memory Disorder clinics will engage in public education strategies designed to heighten awareness of impaired cognition and the need for diagnostic evaluation. Memory Disorder Clinics will be staffed with Master-level or appropriately trained Social Work clinicians, known as “Dementia Care Navigators.”

3.A.1 Contractor will collaborate with OADC and partners on the development and implementation of a plan for establishing (3) pilot Regional Memory Disorder Clinics, fully staffed with Dementia Care Navigators as described above in the identified “high need” cities/locations in New Mexico. Given the diversity of services in New Mexico, pilot Regional Memory Disorder Clinics can be located within: A) Hospitals; B) Primary Care Clinic systems; C) Participating Primary Care Physician offices; D) Colleges/Universities.

**\*Note: If a Regional Memory Disorder Clinic is located within a primary care clinic system or physician office – the patient WILL NOT have to be a patient of that clinic or physician to receive services from the Regional Memory Disorder Clinic.**

The identified Regional Memory Disorder Clinics throughout New Mexico will receive patient referrals from the Dementia Care Navigators and healthcare professionals and will have the ability to self-refer through their primary care providers. Contractor will directly collaborate with the OADC on the process of receiving patient referrals and processing those referrals appropriately, utilizing a “top-down and a bottom-up” referral method.

***Contractor and the Dementia Care Navigators will work with OADC and stakeholders to ensure that the regional Memory Disorder Clinic system will:***

- 3.A.2 Identify people with possible dementia and recommend that they see a physician for a timely, accurate diagnosis and to rule out reversible causes of dementia or conditions that resemble it.
- 3.A.3 Ensure that program eligibility and resource allocation consider the impact of cognitive disabilities.

- 3.A.4 Ensure that staff communicate effectively with people with dementia and their caregivers and provide services that are person- and family-centered, offer self-direction of services and are culturally appropriate.
- 3.A.5 Educate direct support professionals in the identification of possible dementia and the symptoms of dementia and related appropriate services.
- 3.A.6 Educate the public about brain health, including information about the risk factors associated with developing dementia, first signs of cognitive problems, management of symptoms if individuals have dementia, support programs, and opportunities to participate in research.
- 3.A.7 Implement program evaluation strategies that measure how effectively providers serve people with dementia and their caregivers.
- 3.A.8 Encourage and promote development of dementia-friendly communities, which include key parts of dementia-capability.
- 3.A.9 Collaborate with Community Dementia Care Navigators and ADPI CareEcosystem Project.
- 3.A.10 Collaborate with the Lifespan Respite Care Project and Special Needs Registry.

***Contractor and the Dementia Care Navigators will work with OADC and stakeholders to ensure that the regional Memory Disorder Clinic system will provide:***

***Options Counseling and Assistance:***

- 3.A.11 Options counseling enables persons with dementia and their family caregivers to understand and use the services available in their communities by assisting in:
  - I. Identification of the person with dementia’s strengths, values, needs, and preferences
  - II. Person-centered service plan development
  - III. Enrollment in self-directed programs or seamless transfer into this process, as appropriate
  - IV. Service initiation
  - V. On-going assistance and follow-up

***Person-Centered Care Transitions Across Multiple Settings:***

- 3.A.12 Care transitions models are person-centered, interdisciplinary approaches to integrating health care and social support services for individuals and their caregivers as they move across settings, such as hospitals, nursing homes, and home. Care transition service models identify individual needs and preferences, develop, and activate comprehensive service plans, empower people to take an active role in their health care and connect them to available resources.

### ***Telemedicine Services:***

3.A.13 Contractor will collaborate with OADC and UNMMAC on protocols that utilize telemedicine services with identified regional Pilot Memory Disorder Clinics, the University of New Mexico Memory, and Aging Center (UNMMAC), and Senior/Community Centers including provision of training, assistance and technical support to the navigators and MDCs.

3.A.14 Contractor will work with ALTSD in the education, promotion, and enrollment for the Special Needs Registry.

**As these are pilot regional Memory Disorder Clinics, Contractor will closely collaborate with OADC Director, the University of New Mexico Memory and Aging Center and other stakeholders in developing this network of clinics.**

### **Project #3 (B): Dementia Care Navigators:**

Development of a “Dementia Care Navigator Team” Pilot Program to work with the regional Memory Disorder Clinics. The main tasks of the Dementia Care Navigators are to develop the regional infrastructure to 1) increase community awareness of symptoms of dementia, 2) refer individuals and families to the regional Memory Disorder Clinics for assessment and diagnosis, 3) develop a family Dementia Plan based on the diagnosis from the Memory Disorder Clinic, 4) identify and coordinate the social and health care resources to meet the individual and family’s needs, 5) delay institutionalization by helping older adults with Dementia to “Age in Place.”

Contractor will be responsible for recruitment and employment of Dementia Care Navigators. **Dementia Care Navigators will be Master-level or appropriately trained Social Work clinicians.** One Dementia Care Navigator will be assigned to each of the Memory Disorder Clinics, i.e., 3 Regional Memory Disorder (Pilot) Clinics will be staffed by 3 Regional Dementia Care Navigators (Pilot).

### **Hub and Spoke Model: Memory Disorder Clinic/Dementia Care Navigator Program:**

The MDC/Dementia Care Navigator Program is a new paradigm combining social and medical services in the implementation of a seamless, integrated community infrastructure that will provide a continuum of appropriate supportive services during the progression of dementia. The three major elements of the MDC/Navigator are: 1) early assessment of dementia; 2) point of entry for assessment with dementia; and 3) coordination of social and health networks in a supportive continuum of services.

The MDC concept is based on a “Spoke and Hub” model. Developing a network of 3 Regional MDCs across the state (which serve as the “Spoke”), linked to the “Hub” – which is the University of New Mexico Memory and Aging Center (UNMMAC), who provide in-person and telehealth services.

- 3.B.1 The Dementia Care Navigator is the social component of the program, whose main role is to develop, implement, and coordinate an integrated regional infrastructure of local and regional networks to improve the quality of life for families caring for an individual with dementia. Each MDC region will have an affiliated regional Dementia Care Navigator to coordinate the MDCs referrals from the community for assessment and to develop and coordinate a Dementia Care Plan in collaboration with the patient, caregiver, UNMMAC and primary care providers.
- 3.B.2 The Dementia Care Navigators will be hired and supervised by the Contractor and will be supported by the OADC and UNMMAC.
- 3.B.3 Contractor will collaborate with OADC on the Dementia Care Navigator Performance Description. OADC will assist the contractor in conducting and or linking to appropriate training. Performance description should, at minimum include the following tasks:
- I. Develop an awareness plan on the signs of Alzheimer’s Disease in the community they serve.
  - II. Develop a plan on coordinating the regional social and health care resources to provide supportive services based on the family Dementia Care Plan. Be an active participant in the multidisciplinary care team.
  - III. Develop a continuum of care Dementia Care Plan for each family based on the needs of the family.
  - IV. Provide ongoing case management and supportive services, individual and group psychoeducational services, and patient advocacy.
  - V. Work as part of a collaborative effort with the OADC and regional senior or community centers on a plan for expanding their services providing dementia-capable services to their clients. In addition to maintaining an office at the Regional Memory Disorder Clinic, Dementia Care Navigators will rotate through and be present at participating senior and community centers as scheduled and provide direct patient care.
  - VI. Dementia Care Navigators will assist in development of telemedicine links to such providers as neurologists, psychiatric, geriatric, and palliative care physicians, and other regional MDCs across the state to provide live interfacing with specialists and other health care providers in communities lacking these medical professionals.
  - VII. Develop partnerships with the regional medical community to assist with referral, linkage to resources and other information in the care of people living with dementia, Alzheimer’s Disease, and their caregivers, etc. and

other roles as described in the New Mexico State Plan for Alzheimer's Disease and Other Dementias.

- VIII. Contractor and Dementia Care Navigators will work with OADC, ALTSD and stakeholders on the education, promotion, and enrollment for the Special Needs Registry, and other OADC and ALTSD Programs.

**\*Contractor will collaborate with OADC on a detailed performance description for Dementia Care Navigators to be completed/finalized within 1 month of RFP award.**

- 3.B.4 Contractor and regional Dementia Care Navigators will identify or develop a coalition of regional community faith leaders and parish health care professionals in the MDC catchment area and invite them in planning the training and dissemination of information to their congregation. Additionally, a community faith-based listing of resources will be developed, which will be utilized for resource referral.
- 3.B.5 Contractor will work with OADC and Dementia Care Navigators to coordinate at least three annual community-wide training and educational programs per MDC catchment region for families caring for an individual with Dementia and Alzheimer's Disease and the community at large, on dementia and Alzheimer's disease-related topics (appropriate and relevant topics to be determined and planned prior to the time of presentations). Three annual community-wide trainings are to be conducted, per every MDC catchment region for duration of 4-year contract. Attendance, contact information and program evaluation, are to be obtained from participants.
- 3.B.6 Contractor will collaborate with the OADC regarding training and oversight of the regional Dementia Care Navigators in working with the regional senior centers, community centers, and Aging and Disability Resource Centers (ARDCs), to determine the services that are currently offered by the centers and any additional services that may be developed in the senior and community centers.
- 3.B.7 Contractor and Dementia Care Navigators will collaborate with the OADC, Stakeholders and Community Dementia Care Navigators as part of the newly developed Lifespan Respite Care Program and CareEcosystem Program.

**As these are pilot regional Memory Disorder Clinics and pilot Dementia Care Navigator positions, Contractor will closely collaborate with OADC Director, University of New Mexico Memory and Aging Center and other stakeholders in developing this network of clinics and regional team of Dementia Care Navigators, training, and services.**

**Evaluation of the regional Memory Disorder Clinics:**

- 3.B.8 Contractor will closely collaborate with OADC Director on the development and implementation of an Evaluation Plan of all program activities and conduct quality improvement processes based upon results indicated within plan in order to achieve targeted outcomes. This includes but is not limited to: collecting demographic and other program-related data; conducting



participant surveys; and completing other measurement tools related to contracted activities as required by ALTSD.

- 3.B.9 Required Outcome Measures will be reviewed semi-annually and annually and may be re-established by ALTSD for the monitoring and evaluation of the Memory Disorder Clinic's performance. As this is a pilot program, protocols will include but are not limited to evaluation of program accessibility, effectiveness, diversity, barriers to care, program impact and sustainability.
- 3.B.10 Contractor will collaborate with OADC and UNMMAC and other project stakeholders and present proposed protocol(s) for collecting information and ensuring accuracy in reporting a diagnosis of Alzheimer's Disease or Other Dementias and cause of death.
- 3.B.11 Contractor will closely collaborate with OADC Director in the ongoing evaluation of the regional pilot Memory Disorder Clinics and the Dementia Care Navigator network.

#### **Project #4: Respite Services**

Respite care generally refers to care provided to offer a short period of rest or relief, or a break to a primary caregiver. Respite might be provided full-time for a period such as a week or two (for example while a caregiver travels) or might be provided on an intermittent basis (such as every afternoon or once/week so the caregiver can run errands, rest, or attend an activity). Respite care is the ideal solution for caregivers to stay healthy and prepared to continue caregiving. Each caregiver may feel the need for respite care at different points or may have varying comfort levels with the length and type of break.

Each year, more than 20 percent or 419,000 of New Mexico's families provides 80% of all long-term care. The families play a critical role, not only in helping their loved one, but in assisting a state which would be overwhelmed without them, in terms of both cost (\$3.1 billion annually) and capacity. As the family caregivers suffer negative impacts to their physical, psychological, and financial well-being, the need for respite services becomes critical. Family caregivers typically arrive at their caregiving responsibilities without preparation, not knowing what assistance is available to meet their needs or how to access this assistance. Supportive resources, such as respite, are needed, as well as a coordinated system for more effectively connecting the family caregivers' respite needs to these resources.

- Care 4.1 Contractor will collaborate with NM ALTSD by adopting the Lifespan Respite Program, which consists of coordinated systems of accessible, community-based respite care services for family caregivers. Lifespan Respite Care programs work to improve the delivery and quality of respite services available through the following objectives:

- I. Expand and enhance respite services in the state;
- II. Improve coordination and dissemination of respite services;
- III. Streamline access to programs;
- IV. Fill gaps in service where necessary; and
- V. Improve the overall quality of the respite services currently available.

4.2 Contractor will collaborate with OADC and other stakeholders in the development and implementation of optional respite services into senior and/or community centers in rural, semi-rural, small urban communities and Tribes/Pueblos/Nations within MDC catchment areas. Plan should include the best type(s) of respite programs and their location within the regional MDC catchment areas.

4.3 Contractor will collaborate with OADC and Stakeholders in the development and implementation/administration of a respite care voucher program, which provides respite care services for a minimum of 10,000 hours of consumer person-centered respite care to a minimum of 300 families throughout New Mexico affected by dementia or Alzheimer's disease. The voucher program is designed to serve caregivers who need a break from caring for an individual with the diagnosis of dementia or Alzheimer's. This is **NOT** a housekeeping voucher. Examples of Services that can be paid for through the respite program include in home care and adult day care. **Contractor will submit a proposed budget for the hours/services as listed above.**

4.4 Self-Directed/Person-centered respite care consists of providing primary Caregivers with vouchers to purchase respite care from a New Mexico Certified Caregiver of their own choosing or reimbursing a New Mexico Certified Caregiver(s) for respite care services upon receipt of verification of service provision.

***\*New Mexico Certified Caregiver is defined as a Caregiver who has completed the approved Caregiver Training Curriculum offered through the free New Mexico Caregiver Coalition, ARCH Lifespan Respite Training Portal Certification, and Background Screening, including the Employee Abuse Registry and Adult Protective Service Database Screening and Approval Process.***

4.5 Contractor will collaborate with the OADC and Stakeholders to include: Marketing and outreach campaigns to educate family caregivers about respite and how to access services; partnering with communities of faith to develop respite programs; and developing or enhancing statewide databases of respite care programs, services, and information to improve access for family caregivers.

4.6 Contractor will work with ALTSD in the education, promotion, and enrollment for the Special Needs Registry.

**\*NOTE – REQUIRED OF ALL PROGRAM ACTIVITIES:**

1. Collect, prepare and submit monthly and quarterly data reports as required by ALTSD. **This includes all State and Federal reporting requirements to be identified by ALTSD.**
2. Evaluate all program activities and implement quality improvement processes based upon results and provide reports to the ALTSD as required.
3. Provide the following reports on the required due dates:
  - A) **Narrative Report** – biannually, due on the 1<sup>st</sup> of February for the period of July 1 – December 31, and on the 1<sup>st</sup> of August for the period of January 1 – June 30.
  - B) **Data Report** (for data not reported in SAMS) – due quarterly, on the 12<sup>th</sup> of October for the period of July 1 – September 30, on the 12<sup>th</sup> of January for the period of October 1 – December 31, on the 12<sup>th</sup> of April for the period of January 1 – March 31, and on the 12<sup>th</sup> of July for the period of April 1 – June 30.
  - C) **Data Report (for data reported in SAMS)** Enter data regarding consultation, support groups, respite care, education, and training in the SAMS statewide database by the 15<sup>th</sup> day of the month following the month for which the data is being reported.
4. Contractor will include ALTSD Office of Alzheimer’s & Dementia Care as a project partner/co-sponsor on **all** media advertisements (radio, television, social media, printed material, newsprint, etc.).

**STAFFING REQUIREMENTS:**

Contractor(s) will establish and maintain staff positions to perform all contractual obligations: management, supervision, service provision coordination, accounting, data collection and reporting. Organization Director (or designee) is to attend the NM ALTSD Conference on Aging (CoA) annually, Aging Network Training Events at least twice per year, and other special meetings as called by the Department.

**FISCAL & BUDGET REQUIREMENTS:**

1. Submission of an annual budget and justification to coincide with awarded amounts within 15 days of the receipt of an awarded contract, or as requested by the Agency.
2. Expenditure of contract funds only as allowed in accordance with the approved scope of work, the contract, the approved budget, and budget justification.
3. **Request for Reimbursement** – due on the 12<sup>th</sup> working day of each month, for the prior month’s expenditures until all funds are spent, and final as requested each year.

4. **Budget Adjustment Requests**—as may be necessary; final no later than March 31, No Exceptions!

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror must submit a narrative statement that provides:

- 1) The Offeror's organizational mission, vision, history, values, and legal entity status (*e.g.*, 501c3, LLC or cooperative association). Describe the structure and capacity of the organization and how it proposes to successfully deliver the work required in the scope of this procurement.
  - a) provide a detailed resume/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, Chief Executive Officer/President, Chief Financial Officer, Clinicians. Offeror must include key personnel education, work experience, applicable certifications/licenses.
  - b) Include a list of board members, if applicable, and an Organizational Chart under Tab J (Other Supporting Material).
- 2) The extent of their knowledge of and/or experience with program development, management, and delivery. Offerors should highlight any specific knowledge or expertise they possess specific to the Alzheimer's/Dementia, healthcare and caregiving sector.
- 3) A description of the Offeror's level of experience working in any of the following areas: healthcare, caregiving, home health care, aging, and/or disability services; Alzheimer's Disease and Dementia.
  - a) Project management and organizing efforts involving multiple stakeholders from diverse backgrounds.
  - b) Data collection and analysis, survey design and evaluation.

## 2. Organizational References

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

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) Project deliverables;
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

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 Specifications

- 1) **Project Plan:** Offerors should avail themselves of the March 2022 - New Mexico State Plan for Alzheimer’s Disease and Other Dementias (2022-2025), New Mexico Aging and Long-Term Services Department, Office of Alzheimer’s & Dementia Care and review the various State Plan initiatives. Offeror(s) must thoroughly and clearly describe how the Offeror would engage with the project over the next four years to ensure the successful launch of the various Initiatives and Projects as described in this RFP.
- 2) **Timeline:** Offerors should prepare and include a sample timeline and overview narrative describing in detail how they will engage over the next four years on the project. Offerors should include all critical development milestones and key anticipated deliverable dates. Offerors must describe any uniquely anticipated or otherwise commonly expected roadblocks in the development process that may impact the idealized timeline for the project.
- 3) **Networks and Partnerships:** The plan should clearly describe the efforts the Offeror will engage in to coordinate, collaborate, and cooperate with a variety of

community members, stakeholders, partners, and experts to make the project successful. Offerors should indicate whether networks and partnerships are local, regional, state-based, and/or national. The Offeror must also include a statement detailing how their organization would approach working in partnership with individuals and in communities that have historically lacked access to services and resources, including rural, Indigenous and immigrant workers.

- 4) **Staffing:** The Offeror must employ adequate and qualified staff and demonstrate knowledge of the various roles required to accomplish the goals and objectives of the project outlined in this RFP. The Offeror must include in their submission:
- i. A detailed description of the staffing that will be used for services under this contract, including the number of Full-Time Equivalent/Part-Time Equivalent (FTEs/PTEs) staff and their position titles. List the qualifications and experience of those currently on the Offeror's staff and any subcontractors, including CEO or Executive Director, fiscal manager, operational staff, and all personnel required to complete the Contractor responsibilities described in this RFP in the Contract Terms and Conditions, Appendix C. Attach a current resume for each key team member currently on the Offeror's staff under Tab F, Other Supporting Material
  - ii. Describe the general roles of the core team that will implement the proposed project. Additional positions (for example, providing stipends for community members involved in the project) and the use of volunteers or interns are to be described as well.
  - iii. Describe the policies and procedures established to ensure appropriate certification and/or licensure and background checks, as required. Describe the qualifications and experience of the person(s) responsible for fiscal management of the proposed project(s).

#### **4. Desirable Specification**

Up to 50 additional points will be awarded to Offerors who have, at minimum, three (3) years of experience working in the field of Alzheimer's Disease and Dementia and/or have experience specific to the social, healthcare and caregiving industry.

### **C. BUSINESS SPECIFICATIONS**

#### **1. Financial Stability**

Offerors must submit:

1. Recent Audited Financial Statements and IRS Form 990. Offeror must include complete copies of their organization's most recent year's audit report prepared by an independent auditor. All documentation must represent the same fiscal year period, must be the most recent financial information available, and must be less

than two years old. For instance, fiscal year 2021 audited financial statements should be accompanied by the entity's fiscal year 2021 IRS Form 990. If the entity is not required to file an IRS Form 990, they must provide a memo on company letterhead, signed with functional title, date and reason. If the entity is newly incorporated and has not filed the IRS Form 990, they must provide the entity's IRS Tax Exempt Status Determination Letter.

2. If applicable, a 501(c)3 Tax Exempt Letter from the Internal Revenue Service (IRS) verifying the Offerors non-profit status.
3. A copy of the Offeror's general operating organizational budget, actual income, and expenses.
4. An up-to-date Balance Sheet/ Statement of Financial Position for the organization.
5. Audits must indicate that there are no negative findings or exceptions, that nationally recognized accounting practices are utilized by Offeror and that the Offeror has adequate cash flow and reserves.

## **2. 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. **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.**

## **3. Campaign Contribution Disclosure Form**

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

## **4. Oral Presentation**

If selected as a finalist, Offerors agree to provide the Evaluation Committee with the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency, at the date referenced on the Sequence of Events, via MS Teams or Zoom. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. **An agenda of Oral Presentation content requested will be provided at the time of Oral Presentation scheduling with offeror.**

## 5. Cost

Offerors must complete the Cost Response Forms in **APPENDIX D., D1, D2, and D3.**

Cost will be measured by:

<b>C.5.i</b>	<b>Line-Item Budget</b>	<b>(Appendix D)</b>	<b>75 of 300 TCP</b>
<b>C.5.ii</b>	<b>Budget Narrative</b>	<b>(Appendix D.1)</b>	<b>75 of 300 TCP</b>
<b>C.5.iii</b>	<b>Leveraged Share</b>	<b>(Appendix D.2)</b>	<b>75 of 300 TCP</b>
<b>C.5.iv</b>	<b>Proposal Summary Sheet</b>	<b>(AppendixD.3)</b>	<b>75 of 300 TCP</b>

A. **Line-Item Budget** items, to include: personnel expenses, personnel fringe, travel, supplies and equipment, 10% maximum administrative cost, contractual and consultant services, staff training, and other program operating costs. **Appendix D.**

**D1. Budget Narrative**

**D2. Leveraged Share**

**D3. Proposal Summary Sheet**

## 6. New Mexico/Native American Resident Preferences

To ensure application of NMSA 1978, Section 13-1-21 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.



## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>A. Technical Specifications</b>	<b>250 Total Points</b>
B. 1. Organizational Experience	125
B. 2. Organizational References	125
<b>B. 3. Mandatory Specification</b>	<b>200 Total Points</b>
i. Project Plan	50
ii. Timeline	50
iii. Networks and Partnerships	50
iv. Staffing	50
<b>B. 4. Desirable Specification</b>	<b>50 Total Points</b>
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
<b>C.4. Oral Presentations</b>	<b>200 Total Points</b>
<b>C.5 i-iv. Cost (Appendix D, D.1, D.2, D.3)</b>	<b>300 Total Points</b>
C.5.i Line-Item Budget (Appendix D)	75
C.5.ii Budget Narrative (Appendix D1)	75
C.5.iii Leveraged Share (Appendix D2)	75
C.5.iv Proposal Summary Sheet (Appendix D3)	75
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>
C.6. New Mexico Preference - Resident business or Native American Resident business Points per Section IV C. 7	<b>80</b>
C.6. New Mexico Preference - Resident Veteran or Native American Resident Veteran business Points per Section IV C.7	<b>100</b>

Table 1: Evaluation Point Summary

## **B. EVALUATION FACTORS**

### **1. B.1 Organizational Experience (125 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.

### **2. B.2 Organizational References (125 Points)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror 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 information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

### **B.3 Mandatory Specifications (200 Points Total)**

#### **i. Project Plan (50 points)**

Points will be awarded based on suitability, thoroughness, clarity of described approach, conveyance of understanding of the scope of work and the perceived validity of the response.

#### **ii. Timeline (50 points)**

Points will be awarded based on suitability, thoroughness, clarity of described timeline, conveyance of understanding of the scope of work and the perceived viability of the proposed schedule.

#### **iii. Networks and Partnerships (50 points)**

Points will be awarded based on the suitability, thoroughness, creativity and clarity of described approach, conveyance of understanding of the scope of work and the perceived validity of the response.

**iv. Staffing (50 points)**

Points will be awarded based on the proposed core team members associated knowledge, skills, abilities and licensure/certifications as required to assure effective program delivery and fiscal oversight.

**B.4 Desirable Specifications**

Up to 50 additional points will be awarded to Offerors who have, at minimum, three (3) years of experience working in the field of Alzheimer’s Disease and Dementia and/or have experience specific to the social, healthcare and caregiving industry.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

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

**Pass/Fail Only.** No points assigned.

**C.2 Letter of Transmittal (See Table 1)**

**Pass/Fail only.** No points assigned.

### C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

### C.4 Oral Presentation (200 Points)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the Agency will provide the Offeror with a presentation agenda.

### C.5 Cost (See Table 1)

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by Scored Line-Item Budget, Budget Narrative, Leveraged Share, and Proposal Summary Sheet. (Appendices D, D.1, D.2, and D.3)

<b>C.5.i</b>	<b>Line-Item Budget</b>	<b>(Appendix D)</b>	<b>75 of 300 TCP</b>
<b>C.5.ii</b>	<b>Budget Narrative</b>	<b>(Appendix D.1)</b>	<b>75 of 300 TCP</b>
<b>C.5.iii</b>	<b>Leveraged Share</b>	<b>(Appendix D.2)</b>	<b>75 of 300 TCP</b>
<b>C.5.iv</b>	<b>Proposal Summary Sheet</b>	<b>(Appendix D.3)</b>	<b>75 of 300 TCP</b>

**C.5.i:** All costs for the complete delivery of the required services must be entered in the Line- Item Budget (**Appendix D**).

**C.5.ii:** Offerors must complete the Budget Narrative in (**Appendix D.1**) and provide a definitive, clear, and accurate description detailing the proposed budget amounts listed in the proposed Line-Item Budget.

**C.5.iii:** Offerors must complete the Leveraged Share (Additional Funding Sources) in (**Appendix D.2**). The narrative shall include a description of the leveraged funding as required.

**C.5.iv:** Offerors must complete (**Appendix D.3**). Points will be awarded based on the overall Proposed Cost, in response to this requirement. The evaluation of each Offeror's Proposed Cost will be conducted using the following formula:

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

$$\frac{\text{Lowest Responsive Offeror's Cost (Appendix D.3)}}{\text{Each Offeror's Cost}} \times 75$$

### **3. C.6. New Mexico/Native American Resident Preferences**

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

To ensure application of NMSA 1978, Section 13-1-21 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

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

#### **A. New Mexico Resident Business or Native American Resident Business Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

#### **B. New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate, the points awarded will be calculated as 10% of the total points available in this RFP.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

# APPENDIX A

## REQUEST FOR PROPOSAL

**Addressing the Needs of Individuals with Alzheimer's Disease and Other Dementia in New Mexico**  
**23-62400-1000-01583**  
**Project # \_\_\_\_\_**

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted via email no later than **May 18, 2023**. This establishes a distribution list to 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Marlene Acosta, Procurement Manager

E-mail: [altsd.procurement@altsd.nm.gov](mailto:altsd.procurement@altsd.nm.gov)

Subject Line: Alzheimer's and Dementia RFP

RFP#23-62400-1000-01583

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (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 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 awards. 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 # \_\_\_\_\_

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:

**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 **June 30, 2024** 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:  
**Cara Ortega, MSW, LCSW**  
**Director**  
**Office of Alzheimer's & Dementia Care**  
**Aging & Long-Term Services Department**  
**2518 Ridge Runner Road**  
**Las Vegas, NM 87701**

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: \_\_\_\_\_  
Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

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: \_\_\_\_\_

# APPENDIX D

## COST RESPONSE FORM

### 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 of lease or 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 sum of the following:

**1. Personnel Expenses**

Under Position/Title Description, list each staff position of the organization employed to carry out program-related activities 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 Federal Insurance Contributions Act (FICA), State Unemployment Tax Act (SUTA), Worker's Compensation, Retirement, Health and Life Insurance, IRA and 401K. Either 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 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 and Equipment**

Include the amount of funds to purchase consumable supplies and materials. Purchase of capital items (items over \$5,000) are unallowable under this contract unless a written request is provided in advance and approved by the ALTSD.

**5. Administrative costs**

A maximum of 10% administrative costs will be allowed per project.

## **6. Contractual and Consultant Services**

Include costs for consultants related to the project's operations, except training consultants, which are to be listed in Section 6, below. Indicate the rates of pay and total costs proposed and the service(s) to be contracted. Costs for project evaluation activities may be included.

## **7. Staff Training**

Include the costs associated with professional development training for staff on evidence-based and best practices needed to enhance skills needed for effective project implementation, enhancing clinical skills specific to Alzheimer's Disease and Other Dementias and Adults with Down Syndrome and Alzheimer's Disease.

## **8. Other Program Operating Costs**

Allowable costs in this budget category include, when applicable, office or venue rental space; utilities; telephone; internet; printing; web-based design costs; postage; marketing/advertising; and other costs associated with fulfilling the project requirements.

**APPENDIX D  
LINE-ITEM BUDGET FORM**

**RFP # 23-62400-1000-01583**

Offeror Name \_\_\_\_\_ Completed By \_\_\_\_\_  
 Alzheimer's and Dementia Care – **Project #** \_\_\_\_\_ Name: \_\_\_\_\_

<b>1. PERSONNEL EXPENSES</b>					
Position/Title	FTE	Pay Rate	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>					

<b>2. PERSONNEL FRINGE</b>				
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>				

**3. TRAVEL COSTS**

**\*Mileage at current State of New Mexico Rate**

Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>				

**4. SUPPLIES & EQUIPMENT**

Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>				

5. ADMINISTRATIVE COSTS FOR PROJECT # _____ NAME _____				
*10% Maximum Allowed of Total Bid		Offeror's Bid: _____ %		
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>				

6. CONTRACTUAL AND CONSULTANT SERVICES				
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>				

<b>7. STAFF TRAINING</b>				
Purpose/Description	Calculation	Total Amount	ALTSD Share	Leveraged Share
<b>TOTALS</b>				





**APPENDIX D.1**  
**BUDGET NARRATIVE INSTRUCTIONS**

**GENERAL:**

The Offeror must complete and return a Budget Narrative (Appendix D1) and describe and justify in detail all proposed line-item expenditures 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. (For example: pay rates, mileage, reimbursement 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)

**APPENDIX D.1 BUDGET NARRATIVE**

**RFP # 23-62400-1000-01583**

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

**APPENDIX D.2**  
**RFP# 23-62400-1000-01583**  
**LEVERAGED SHARE (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 the funding.

AMOUNT \$ - Enter the total amount of leveraged funding from the non-ALTSD source(s) to be contributed to meeting the requirements outlined in 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.

**LEVERAGED SHARE (OTHER FUNDING SOURCES) APPENDIX D.2**

**RFP # 23-62400-1000-01583**

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

**APPENDIX D. 3**

**PROPOSAL SUMMARY SHEET**

**Proposal Summary Sheet  
RFP #23-62400-1000-01583**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Contact Person/Title: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Authorized Contact Person's Email Address: \_\_\_\_\_

**In response to this RFP, the Offeror is proposing the following total proposed costs to provide all services required under this RFP and resulting contract:**

**Total amount proposed/requested for year one:     \$ \_\_\_\_\_**

\_\_\_\_\_  
**Offeror's Authorized Signature and Title**

\_\_\_\_\_  
**Date**

## **APPENDIX E**

### **LETTER OF TRANSMITTAL FORM**

## **APPENDIX E**

### **Letter of Transmittal Form**

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

**RFP#:23-62400-1000-01583**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

**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:**

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

\* 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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

No.  
 Yes. Identify entity/-ies: \_\_\_\_\_

**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 V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: \_\_\_\_\_ 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: Marlene Acosta, Procurement Manager @ [altsd.procurement@altsd.nm.gov](mailto:altsd.procurement@altsd.nm.gov) by **June 5, 2023, 3:00 PM MST/MDT** 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 # 23-624-1000-01583**  
**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. Submit this Questionnaire to the State of New Mexico, Aging & Long-Term Services Department via e-mail at:

Name: Marlene Acosta, Procurement Officer  
Email: [altsd.procurement@altsd.nm.gov](mailto:altsd.procurement@altsd.nm.gov)

Forms must be submitted no later than **3:00 PM MST/MDT on June 5, 2023**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at [marlene.acosta@altsd.nm.gov](mailto:marlene.acosta@altsd.nm.gov). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

6. Who are/were the vendor'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 vendor?

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: